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JAN 13 1975

LAURENCE P. HENIGAN, Clerk

By Paula C. Corral

Deputy

AGREEMENT NO. 75-28

THIS AGREEMENT made and entered into this 13th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the WOODLAND JOINT UNIFIED SCHOOL DISTRICT, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

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A. This Agreement.

B. Signature sheet.

C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

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PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRPERSON OF THE BOARD OF SUPERVISORS

SUBGRANTEE -

James A. Laughridge
Superintendent

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET

Sub-Grantee Name	WOODLAND JOINT UNIFIED SCHOOL DISTRICT
Address	175 Walnut
City	Woodland, CA 95695 Phone: 662-0201
Program Director	District Superintendent

1. Amount of funds allocated per this sub-grant:
   $ 27,195 .

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2. Grant Period from 2-1-75 to 6-30-75

(Legal Name of Sub-Grantee)	(Address)
James S. Loughridge (Signature of Authorized Officer)	Superintendent Title
James S. Loughridge, Superintendent (Typed Name & Title of Authorized Officer)	(Date of Application)

SY-52

Reprogram of Title II Funds
January 6, 1975
(After Allocation of Title VI Funds)

Woodland Schools	5 Months Salary & Benefits	Total Allocation
Stock Clerk	$3,475	$3,475
Bus Driver	3,555	3,555
Bus Driver	3,555	3,555
Account Clerk	3,305	3,305
Instructional Aide	3,150	3,150
Custodian I	3,385	3,385
Typist Clerk I	3,385	3,385
Maintenance Man	3,385	3,385
		27,195

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A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following methods:

1. Placement of job orders with the local office of the Department of Employment Development.
2. Preparation of job announcements which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
3. Placement of ads or articles in local newspapers.

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The selection of participants shall be based primarily on application review and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies an applicant prior to employment will have to pass a physical examination which shall be paid for by the agency.

The eligibility of participants will be determined by a review of their employment application, certification sheet regarding residency and employment, verification of their driver's license, and questions asked at the time of the oral interview.

B. Orientation

As in the case of regular employees, Public Employment Program (PEP) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A fact sheet (Exhibit A) describing the rights and benefits in connection with a participant's employment under the Comprehensive Employment and Training Act shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the PEP participant receives a complete orientation to include an explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Auditor's Office representative at the time of on-site monitoring shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

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C. Training and Supportive Services

All possible in-service training and job related vocational education will be made available to participants employed under the CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

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At such times as participants are absorbed into non-subsidized or regular employment, replacement personnal for the PEP program, whenever possible, shall be recruited from other manpower programs and other priority categories established in the CETA.

Other manpower programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained PEP participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance.

The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for PEP participants and also for those who may have to be counselled for emotional problems which developed after an individual started work. Should participants have health ailments which might become an obstackle to regular attendance on the job they will be referred to the County Health Department.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors or by the Manpower Services Officer, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attaine a more comprehensive understanding of their work. Guidance will be given to those whose highest education level attained was [illegible] tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such

courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

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It is recognized that in some cases PEP participants may encounter difficulty in meeting certain work standards required by an agency. This is especially true of those who are trying to make the transition from welfare rolls to payrolls. Supportive services in terms of limited financial aid shall be provided based upon the merits of the individual case for overcoming such obstackles as: day care, car repairs, transportation, clothing, minor medical needs, tuition, books and tools (when their possession is a condition of employment).

Financial arrangements shall not be made until all facts have been reviewed and it is determined that the PEP participant would be obliged to drop out of the program unless cash assistance is made available. Continuing supportive services will be given to participants who are recipients of public assistance to assure that family functioning is sufficient to meet the family goal. The Manpower Services Officer will be available to offer necessary counselling to those who may experience difficulties.

D. Compensation of Participants

The rate of compensation requested foreach occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills, and responsibilities.

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E. Career Development

(1) In the larger agencies, reviews of the classification plans have been made which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies have been encouraged to make such a review if they have not already done so. Since a substantial portion of employees working within the county are employed under the provisions of the County Merit System Bureau, the policies of that system have been reviewed and certain revisions have been recommended. This will be done on a continuing basis in view of federal requirements to modify or eliminate such practices that might be artificial barriers to employment.

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Since most all of the communities in the county are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many agencies throughout the county contain numerous class series which are identified in most stances by a I, II, or II after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the

necessary experience and are able to perform their duties at the higher level expected. The PEP participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by this grant to regular permanent positions in the commercial and industrial communities or to positions with the local governments within a year due to normal attrition occurring in the occupational fields. The following turnover records of one of the largest agencies are provided to illustrate.

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Classification	Per Cent Turnover-1971
Typist Clerk II	25.0%
Probation Officer I and II	13.6%

(2) Information will be provided (Exhibit B) to immediate supervisors in all agencies by the Manpower Services Officer to help them give counselling to PEP participants. It shall consist primarily of material intended to assist the PEP participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the PEP participant but no longer than every six months and more often when it is deemed advisable. The services of

the Manpower Services Officer shall be made available in the event more intensive counselling is desired.

(3) As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Services Officer identifies job openings, consideration shall be given to PEP participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Service Officer shall be contacted at this time to ascertain through the Job Bank and other resources if positions of equivalent standards exist in the private sector. If such is the case, he shall assist the PEP participant to make contact with a potential employer through the services of the Department of Employment [illegible] Development.

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EXHIBIT A

To: PEP Participants

From: Manpower Officer
County Executive Office
Room 202, Courthouse, Woodland

Congratulations on becoming a PEP participant in the agency in which you are employed. In your capacity there are certain elements of the CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local

adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

To: TITLE II SUB AGENTS

From: MANPOWER OFFICER

Provisions of the CETA, the authority for the Public Employment Program (PEP), are very specific with reference to the rights and benefits to which the PEP participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

To: Immediate Supervisors of Public Employment Program (PEP) Participants

From: Manpower Officer

You are one of those selected to supervise a PEP participant. The only difference from a regular employee is that the PEP participant is paid from federal funds although the method of payment is the same as for regular employees. PEP employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

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In order to meet the provisions of the Emergency Employment Act which is the authority for the PEP program, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your PEP participant attends.
4. Be sure to advise your PEP participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the PEP participant follow:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If,

for instance, a PEP participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, of the General Educational Development (GED) test. This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

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2. If the participant is placed in a highly specialized type of work you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the PEP participant shall be allowed to take advantage of them as well.

In the event the PEP participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. By being a member of the Job Bank and through other resources I can readily establish what jobs, or educational and training situations are available. If a PEP participant qualifies for a job opening, I will be

happy to make appropriate referrals to the Department of Human Resources Development and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

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A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 125(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

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be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4))

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

BK

FILED
JAN 20 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. ROGERS, Deputy

AGREEMENT NO. 75-29

(Amendment to Lease Agreement)

THIS AMENDMENT TO LEASE AGREEMENT made and executed this 20th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called LANDLORD, and YOLO COUNTY SHELTERED WORKSHOP COUNCIL, a non-profit corporation, hereinafter referred to as TENANT,

W I T N E S S E T H:

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RECITALS:

1. The parties hereto entered into a Lease Agreement dated December 27, 1971, known as Yolo County Agreement No. 71-655.
2. The parties hereto desire to modify said Agreement No. 71-655 in order to reduce the size of the parcel of land subject to this Lease.

AGREEMENTS:

1. Paragraph 1 of Agreement No. 71-655 is hereby amended to read as follows:

   1. Description. LANDLORD hereby leases to TENANT and TENANT hereby hires on the terms and conditions hereinafter set forth those certain premises situated in the City of Woodland, County of Yolo, designated as "subject property" on the map marked Exhibit "A" which map is attached hereto and incorporated herein by reference. Said "subject property" is shown on said map to be the southerly three hundred ten feet, more or less, of the parcel designated as block 222, lot 12 located at the corner of Sixth and Cross Streets.

   2. This modification shall be effective as of the day and year first above written.

3. In all other respects, the terms of said Agreement No. 71-655 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

Micro Fiched

BY Barbara A Rodgers
Deputy

(SEAL)

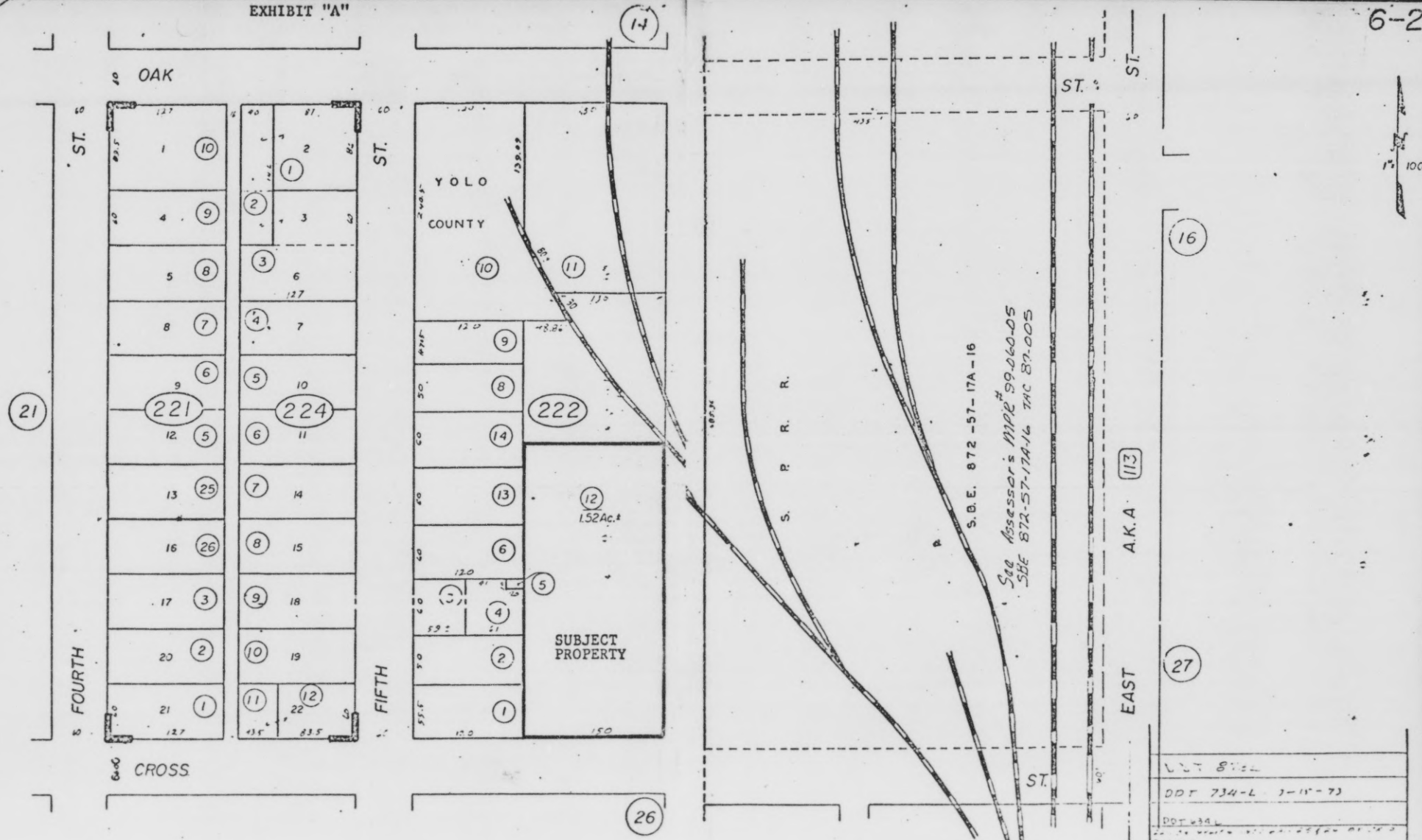
YOLO COUNTY SHELTERED WORKSHOP COUNCIL, a non-profit corporation

BY James B. Lawson
PRESIDENT

BY Daniel B. Hodgson
SECRETARY

EXHIBIT "A"

6-22



M.B. Bk. 2, Pg. 44 – Mosgrove Addition

Note: for further information regarding SBE parcels, see Legend for the Board Roll of State Assessed Property

NOTE: Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 6, Pg. 22
County of Yolo, Calif.

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

STATE OF CALIFORNIA
STD 2 (REV. 10/72)

YOLO COUNTY AGREEMENT NO. 75-30

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐
☐
☐

THIS AGREEMENT, made and entered into this 1st day of July, 1974, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Financial Management Services	Department of Health	74-50989

hereafter called the State, and

County of Yolo

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

The terms and conditions stated in Exhibit A (F), B, C and D which are attached and made a part hereof, constitute the additional provisions of this agreement.

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RECEIVED
MAY 14 1975
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
MAY 14 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

AGENCY
Department of Health

BY (AUTHORIZED SIGNATURE)
Joseph H Jones

TITLE
Financial Management Services

CONTRACTOR

CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)
Betsy A. Marchand

BY (AUTHORIZED SIGNATURE)
Chairman of the Board of Supervisors

TITLE
County of Yolo

ADDRESS P.O. Box 1088
Woodland, CA 95695

(CONTINUED ON ... SHEETS EACH BEARING NAME OF CONTRACTOR)

Do Not Write in This Space

APPROVED
MAY 8 1975
BY COSHrasher
Ass't. Chief Counsel

AMOUNT OF THIS ESTIMATE	APPROPRIATION		FUND
$ 11,250	~~Supplemental~~ 109		~~General~~ Fed Fund
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES / FISCAL YEAR
$	--	--	1974 / 1974-75
ADJ. INCREASING ENCUMBRANCE	FUNCTION		
$	Operating Expenses & Equipment		
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT		
$	809-703-44-00		

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER
Joyce A. Nelson — DATE 3/5/75

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1091.10 have been complied with and this document is exempt from review by the Department of Finance. 2307

APPROVED
Department of Finance
Budget Division

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY
James R. Dandridge — DATE 3-11-75

47283-350 9-74 15M GSP

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

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3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

RECEIVED
MAR 21 1975
CHIEF COUNSEL
Department of General Services

RECEIVED
MAY 2 1975
CHIEF COUNSEL
Department of General Services

Exhibit A(F)

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH

ADDITIONAL PROVISIONS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the Equal Opportunity clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

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(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency Contracting Officer, advertising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevent orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) For work or services performed under this contract, no individual shall be paid wages or salary by contractor either (1) in excess of $18.75 per hour during any 24-hour period, or (2) more than $150.00 for any 70-hour period, out of funds payable by State to Contractor hereunder. Any reimbursement for necessary traveling expenses and per diems for food and lodging shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

(7) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A-1. Contractor shall at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

(8) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding $1,000 for any articles, supplies, equipment or services. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

(9) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

(10) The Contractor shall account for funds provided hereunder in accordance with generally accepted accounting principles, including documents to support accounting record entries. Such records shall be maintained for a period of five years after termination of this contract and shall be available for inspection or audit, at reasonable times, by personnel authorized therefore by the State.

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(11) A final invoice and, if required by this contract, a final report shall be submitted by the Contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(12) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Health. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(13) The Contractor shall comply with the Presidential Executive Order No. 11627 dated October 15, 1971, or any subsequent Order modifying, amending, terminating, or substituting for said Order, and all guidelines, rules, and regulations of the Cost of Living Council, Pay Board, and Price Commission implementing such orders. The Contractor warrants that no wages, prices or salaries to be paid under this contract will be in excess of the maximum legally allowable pursuant to the foregoing Order, rules, and regulations.

74-10989

Contractor: Yolo County

Contract #:

VENEREAL DISEASE CONTROL PROJECT

July 1, 1974 - March 31, 1975

Exhibit B

1. The contractor shall provide cultures for gonorrhea to 4,500 asymptomatic females of child-bearing age (15 - 44) as part of routine pelvic examinations given for reasons other than venereal disease in a variety of health delivery settings, both public and private. The facilities in which screening shall be carried out are listed in Exhibit D, entitled "Screening Site List", which is made a part hereof by this reference. Any deviation (additions or deletions) from this list must be mutually agreeable to both the Contractor and the State.

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2. The Contractor assures that follow-up and treatment shall be provided to all patients who are found to have positive cultures, and that U.S.P.H.S. and California Department of Health treatment recommendations shall be observed.

3. The Contractor assures that, except in cases where incubation and access to a laboratory are not readily available, Thayer-Martin culture medium shall be used; and that Transgrow medium shall be used where it is not possible to use Thayer-Martin medium in accordance with federal guidelines.

4. The State shall supply incubators, on a loan basis, which meet the specifications of the Contractor and which the State finds compatible with the needs of the program undertaken by the Contractor.

74-50199

5. The Contractor shall require all participating clinics and physicians to report monthly, to the Contractor, the number of females cultured, the number positive, the number inconclusive and the number of positive patients treated. These records shall be submitted, by the Contractor, to the State on a monthly basis no later than fifteen (15) working days after the end of each month. The number of females cultured shall exclude a double count of females which have received test-of-cure and multiple site cultures. In addition, epi-treatments shall be excluded but reinfections and females returning for an examination after a three (3) month time period has elapsed shall be included. Inconclusive females shall include all cultures taken from females which, for some reason, do not yield sufficient evidence upon which to judge the female either positive or negative (e.g., overgrowth, destroyed or damaged plates, etc.).

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6. The Contractor assures that adequate and effective epidemiologic follow-up and control programs shall be implemented in Contractor's jurisdiction.

7. The period of this Contract shall be from July 1, 1974 to March 31, 1975.

8. The attached Exhibit A(F) entitled "Additional Provisions", is made a part hereof by this reference.

9. The budget for this project (hereinafter referred to as "Budget") is attached and marked Exhibit C and made a part hereof by this reference.

10. In consideration of the services performed by the Contractor in a manner acceptable to the State, the State shall reimburse the Contractor quarterly in arrears in accordance with the Budget for actual expenditures upon submission of an itemized invoice in quadruplicate stating

74-50989

the time period covered by said invoice and bearing the number of the Contract. The invoice is to be submitted under the letterhead of the Contractor and signed by the Health Officer or individual acting on his behalf. The items invoiced shall be identical to the expense items appearing in the Budget. The number of females cultured each quarter and the cost per culture shall be specified on the invoice; the number of females cultured shall be in agreement with the accumulated total reported each month as required in item 5 above. The Contractor shall not exceed by 25% or $3000. (whichever is less) any individual item in the Budget and in all such cases the Contractor shall submit an explanation of the need for such excess with its invoice. Invoices shall be submitted no later than fifteen (15) working days after the end of each quarter. Final payment will be withheld pending the submission of all required reports to the State by the Contractor.

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11. The maximum amount payable to the Contractor shall not exceed the sum of $ 11,250

12. The Contractor shall require all participating laboratories, within the Contractor's jurisdiction, to participate in training workshops and quality control programs which will be arranged by the Laboratory Services Program of the State Department of Health during the period of this contract.

Contractor: Yolo County

Contract #: 74-50089

EXHIBIT C

BUDGET

OPERATING EXPENSES AND EQUIPMENT

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4,500 cultures @ $2.50/cultures	$11,250	
Total Operating Expenses and Equipment	$11,250	$11,250
TOTAL BUDGET		$11,250

CONTRACT #: 74-50989

EXHIBIT D

SCREENING SITE LIST

NAME AND LOCATION OF SCREENING SITE	TYPE OF CLINIC*	NUMBER FEMALES CULTURED	LABORATORY USED	DELIVERY SYSTEM
UC Davis Student Health Center Davis	SHC (8)	1,100	UCD	
YCHD Family Planning 10 Cottonwood Woodland	HD,FP (1d)	100	YCHD	Micro Fiched
Davis Community "Free" Clinic Quaker Church Davis	CHC Gen. (4a)	350	YCHD	Site Staff
Private Physicians Group 635 Anderson Road Davis	PMD (5)	1,400	Davis Clinical Lab	HD Staff
Private Physicians Woodland	PMD (5)	200	YCHD	
Yolo General Hospital 170 W. Beamer Woodland	Hosp. FP (2a)	800	YCHD	Comm. Health Worker
YCHD 350 C Street Broderick	HD,FP (1d)	300	YCHD	HD Staff
	HD,Gen. (1d)	50	YCHD	HD Staff
YCHD Salud Clinic 530 C Street Broderick	HD,Gen. (1d)	200	YCHD	HD Staff
TOTAL		4,500		

*LEGEND

CD	Cancer Detection	Mil	Military
C/DC	Correctional or Detention Center	NS	Not Specified
CHC	Community Health Center	OB-GYN	Obstetrics-Gynecology
FC	Free Clinic	PFP	Private Family Planning Group
FP	Family Planning	PMD	Private Medical Doctor
CHC	Group Health Clinic	Pren	Prenatal
HD	County Health Department	SHC	Student Health Center
Hosp	Hospital		

A-74110

YOLO COUNTY
AGREEMENT NO. 75-31

FILED
APR - 3 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT dated this 20th day of January, 1975, by and between the CITY OF SACRAMENTO, a municipal corporation, COUNTY OF YOLO, a political subdivision of the State of California, and COUNTY OF SACRAMENTO, a political subdivision of the State of California,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. The parties hereto have exercised a Joint Exercise of Powers Agreement dated March 29th, 1974 creating the Sacramento-Yolo Manpower Agency.
2. Paragraph 7 of that Joint Exercise of Powers Agreement provides for the term of the agreement to continue to and through June 30th, 1975. It further provides that the parties upon mutual agreement may extend the agreement for one-year periods commencing July 1st, 1975 and each July 1st thereafter.
3. The parties hereto desire to extend the agreement for a one-year period commencing July 1st, 1975 and ending June 30th, 1976.
4. The purpose of the Joint Powers Agency formed by that agreement is to recommend and carry out job training and employment programs and provide comprehensive manpower services and plans pursuant to the provisions of the United States Comprehensive Employment and Training Act of 1973.
5. The parties desire to extend the purpose of that agreement to include programs pursuant to the provisions of amendments heretofore or hereinafter enacted to the United States Comprehensive Employment and Training Act of 1973, including, but not limited to, the provisions of Public Law 93-567.

AGREEMENTS:

1. Pursuant to the provisions of Paragraph 7 of the Joint Exercise of Powers Agreement dated March 29th, 1974 by and between the parties hereto the parties upon mutual agreement hereby extend the term of that agreement for a one-year period commencing July 1st, 1975 and continuing to and through June 30th, 1976.

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2. Paragraph 2 of said Joint Exercise of Powers Agreement is hereby amended to read as follows:

   2. Purpose: Joint Powers Agency. The Joint Powers Agency is formed to recommend and carry out job training and employment programs for economically disadvantaged, unemployed, and underemployed persons and to provide comprehensive manpower services and plans pursuant to the provisions of the United States Comprehensive Employment and Training Act of 1973 (PL 93-203) as heretofore or hereinafter amended, including, but not limited to, the amendments contained in Public Law 93-567.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and attested by the proper officer thereunto duly authorized and their official seals to be hereto affixed as of the day and year first above written.

COUNTY OF SACRAMENTO

BY Sandra P. Smoley
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST: JOHN G. FLORA
CLERK, BOARD OF SUPERVISORS

BY Barbara A. Pierce
DEPUTY

(SEAL)

COUNTY OF YOLO

BY Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
CLERK OF THE BOARD OF SUPERVISORS

BY Barbara A. Rodgers
DEPUTY

(SEAL)

Micro Fiched

CITY OF SACRAMENTO

BY Michael H. Ramos
MAYOR

ATTEST:

, CITY CLERK

BY K. Cole
~~DEPUTY~~

(SEAL)

RESOLUTION No. 75-011

Adopted by The Sacramento City Council on date of

January 16, 1975

RESOLUTION AUTHORIZING EXECUTION OF JOINT EXERCISE OF POWERS AGREEMENT TO AMEND EXISTING AGREEMENT

Micro Fiched

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

That the Mayor and the City Clerk are hereby authorized and directed to execute the Joint Exercise of Powers Agreement between the City of Sacramento, the County of Sacramento, and the County of Yolo amending that certain Joint Exercise of Powers Agreement dated March 29, 1974, which created a joint powers agency to administer a program under the Comprehensive Employment and Training Act of 1973. Said amendatory agreement shall extend the term of the agency for a one year period commencing July 1, 1975, and expand the purpose of the agency to authorize it to undertake programs included under amendments to the Comprehensive Employment and Training Act of 1973.

RICHARD H. MARRIOTT
MAYOR

ATTEST:

JACI K. DE FORD
CITY CLERK

CERTIFIED AS TRUE COPY
of Resolution No. 75-011
JAN 17 1975
DATE CERTIFIED
CITY CLERK, CITY OF SACRAMENTO

AJG:bw

RESOLUTION NO. 75-35A

BE IT RESOLVED AND ORDERED that the Chairperson of the Board of Supervisors be and She is hereby authorized and directed to execute a JOINT EXERCISE OF POWERS AGREEMENT in the form hereto attached, with the CITY OF SACRAMENTO and the COUNTY OF YOLO and to do and perform everything necessary to carry out the purpose of this Resolution.

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On a motion by Supervisor Melarkey, seconded by Supervisor Kloss, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 15th day of January, 1975, by the following vote, to wit:

AYES: Supervisors, Kloss, Melarkey, Smoley

NOES: Supervisors, None

ABSENT: Supervisors, Sheedy

Sandra P. Smoley
Chairperson of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: Bett. D Parker
Clerk of the
Board of Supervisors

In accordance with Section 25103 of the Government Code of the State of California, a copy of this document has been delivered to the Chairman of the Board of Supervisors, County of Sacramento, on JAN 15 1975

By Paula A Scott
Deputy Clerk, Board of Supervisors

FILED
JAN 15 1975
BOARD OF SUPERVISORS
By Bett. D Parker
CLERK OF THE BOARD

The foregoing is a correct copy of a resolution adopted by the Board of Supervisors, Sacramento County, California on JAN 15 1975
Dated MAR 18 1975
Clerk of said Board of Supervisors
By Paula A Scott
Deputy

RECEIVED
NOV - 6 1975
LAURENCE P. HENIGAN, Clerk
By ____ Deputy

FILED
NOV 17 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A Rodgers Deputy

AGREEMENT NO. 75- 32

(Agreement for Certain Work to be Performed by the Communications Department for the Yolo County Flood Control and Water Conservation District)

Micro Fiched

THIS AGREEMENT made and entered into this 27th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter designated as COUNTY, and the YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a district, hereinafter designated as DISTRICT,

W I T N E S S E T H:

RECITALS:

1. DISTRICT wishes certain services rendered as specified hereinbelow, and further desires that said work be done by a County employee, and that COUNTY be reimbursed therefor.

AGREEMENTS:

1. COUNTY shall furnish DISTRICT with the services described hereinbelow, to be performed by a County employee.
2. It is contemplated by the parties that said services shall require one-half time of one employee for the term of this agreement.
3. For said services of said person, DISTRICT shall reimburse COUNTY therefor in the sum of TEN THOUSAND TWO HUNDRED FIFTY ($10,250) DOLLARS, in equal monthly installments over a period of one year, commencing thirty (30) days from date of execution of this agreement.
4. The term of this agreement shall be February 1, 1975 to and including January 30, 1976.
5. The services to be performed shall consist of the following:
   A. Installation of electronic portion of precipitation gauges, stream flow gauges, excess turbidity detectors

and other measuring and detection devices.

B. Installation of telemetry equipment as required.

C. Installation of telephones and intercoms.

D. Maintenance of the above; maintenance of microwave system.

E. Miscellaneous installation and maintenance of electronic equipment as required by the District.

Micro Filmed

6. In the event additional services are required by DISTRICT, the Communications Department of COUNTY shall render said services at its regular rates and charges.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchiando
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HERIGAN, CLERK

BY Pete E. Spuca
DEPUTY

(SEAL)

YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a district

BY C. M. Gordon

SECRETARY'S CERTIFICATE

I, William L. McAnlis, Secretary of the Yolo County Flood Control and Water Conservation District, Yolo County, California, hereby certify that the attached instrument is a correct copy of the original on file in this office.

Micro Fiched

ATTEST:

William L. McAnlis, Secretary
Yolo County Flood Control and
Water Conservation District

BK

FILED
JAN 27 1975
LAURENCE P. HENIGAN, Clerk
By Paula C. Conrad
Deputy

AGREEMENT NO. 75-33

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of January, 19 75, by and between

Micro Fiched

Aluminum Plumbing Fixture, Corp.

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for furnishing the materials hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, the said Contractor agrees with said County at his own proper cost and expense to furnish all the materials to the satisfaction of the Department of Public Works, of the County of Yolo, for

The Broderick Launching Facility Comfort Station Building

(Description and Location of Project)

in accordance with the specifications of the County of Yolo, which said specifications are hereby specifically referred to any by such reference made a part hereof.

The Building to be furnished is shown upon the plan entitled County of Yolo, Department of Public Works,

BRODERICK LAUNCHING FACILITY COMFORT STATION BUILDING

(Plan Index No. 632.02-17) (W.O. # 1407)

Approved December 9, 1974 (Date, by the Director of Public Works, which plan is hereby made a part of this contract.

Micro Fiched

ARTICLE II - And the said Contractor agreed to receive and accept the price as set forth in the accepted proposal as full compensation for furnishing all material and for doing all the work contemplated and embraced in this agreement when accepted by the County of Yolo.

ARTICLE III - The said County hereby fixes the time for delivery of said building to be within 60 days next after date of contract and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, and administrators, successors and assigns, do hereby agree to the full performance of the convenants herein contained.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel)

COUNTY OF YOLO

Betsy A. Marchand

Chairman of the Board of Supervisors

ATTEST:
Laurence P. Henigan, Clerk

By Paula C. Correl
(Deputy)

ALUMINUM PLUMBING FIXTURE CORP.
SUPER SECUR COMFORT STATIONS
(Contractor)

BK.

FILED
JAN 29 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 75-34

(Lease Agreement for Solid Waste Disposal Site)

Micro Fiched

THIS LEASE made and entered into this 27th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as LANDLORD, and CLARENCE DANIELSON, 211 Buena Tierra Drive, Woodland, California, hereinafter referred to as TENANT,

W I T N E S S E T H:

1. LEASE.

LANDLORD hereby leases to TENANT and TENANT hereby hires from LANDLORD, on the terms and conditions hereinafter set forth, the following described real property:

Parcel 1.

The Northwest one-quarter of Section 30, Township 9 North, Range 3 East, M.D.B.& M., containing 160.25 acres.

Parcel 2.

The Northeast one-quarter of Section 30, Township 9 North, Range 3 East, M.D.B.& M., containing 160.90 acres.

Parcel 3.

The Northwest one-quarter of Section 29, Township 9 North, Range 3 East, M.D.B.& M., containing 158.59 acres.

2. TERM.

The term of this lease shall be three (3) years commencing on January 1, 1975, and terminating December 31, 1977. This lease shall be extended until April 15, 1978 if necessary to accommodate over-winter sugar beet harvest. At the end of this term, TENANT shall retain rights of possession of land in growing crops until such crops are harvested.

3. POSSESSION DATES.

TENANT may enter into possession of the property described

herein on the following dates pertaining to each of the three parcels thereof:

Micro Fiched

A. Parcel 1 - immediate possession upon award of lease, subject to the right of the existing holdover tenant to appropriate all necessary water from the well upon said parcel for the benefit of his crops located thereon and on the other parcels of the leased property.

B. Parcel 2 - Possession will be after harvest of the existing sugar beet crop by present tenant, approximately April 1, 1975.

C. Parcel 3 - Possession will be after harvest of the existing wheat crop by present tenant, approximately June 15, 1975.

TENANT is aware that holdover lessee is still in possession of subject property and will remain in possession until existing crops are harvested, and accepts this lease subject to said holdover rights.

4. RENT.

TENANT shall pay to LANDLORD a total rent for the full term hereof of ONE HUNDRED FIFTY-NINE THOUSAND EIGHT HUNDRED FORTY and 90/100 ($159,840.90) DOLLARS, payable as follows:

1/6th upon execution of this instrument
1/6th 9 months after execution
1/6th 15 months after execution
1/6th 21 months after execution
1/6th 27 months after execution
1/6th 33 months after execution.

5. DISCLAIMER OF WARRANTY.

LANDLORD makes no warranty of soil suitability for growing any crops TENANT desires to grow under the terms of this lease.

6. ENTRY BY OWNER.

TENANT shall permit LANDLORD, and LANDLORD's agents and assigns, at all reasonable times, to enter the leased premises and to use the roads established on the premises now or in the future, for the purposes of inspection, compliance with the terms of this lease, exercise of all rights under this lease, posting notices, to survey the land, and all other lawful purposes.

Micro Fiched

7. RECORDS.

TENANT shall make and keep pertinent records of all operations and conduct under this lease and shall make them available to LANDLORD and LANDLORD's agents and assigns at all reasonable times for inspection.

8. WATER.

LANDLORD expressly disclaims any warranty whatsoever of availability, quantity, or quality of water necessary to irrigate crops, and further disclaims any warranty whatsoever as to the capacity or condition of the existing well and well machinery located upon the premises leased herein.

Any water available for the irrigation of crops to be grown under the terms of this lease shall be available to TENANT during the term of this lease only from wells, pumps and irrigation system presently existing on the premises. TENANT shall perform all necessary routine maintenance upon said irrigation system and well, including repair and maintenance of small parts of said system (which are defined herein as having a cost or value of $50 or less). Except for the maintenance services so described to be performed by TENANT, LANDLORD shall maintain the existing pump, well and irrigation system in good repair during the term of this lease. TENANT shall remain responsible to LANDLORD for any injury or damage to said well, pump and irrigation

system resulting from negligence of the TENANT, his employees, agents, or assigns. All power charges, including electrical energy and standby charges for the operation of the pumps shall be borne by TENANT.

Micro Fiched

Water from the source mentioned above shall be used only on the premises and in the performance of TENANT's obligation under the lease. TENANT shall not export this water to other lands before previously obtaining LANDLORD's written consent. LANDLORD assumes no responsibility to TENANT for any water shortage from the facility mentioned above and assumes no responsibility for and does not warrant, the quality or quantity of the water supplied to the premises.

In the event the existing crops mentioned in Paragraph 3 above are required to be irrigated, water will be made available to the present tenant for this purpose.

9. USE.

Premises are leased to TENANT for the planting, growing and harvesting of crops. TENANT shall not use or permit to be used any part of the premises for any purpose other than the purposes for which the premises are leased except upon written consent of LANDLORD. TENANT agrees to farm said land using good husbandry practices and make diligent effort to prevent the spread of all noxious weeds and rodents and other verterbrate pests on the leased premises during the term of the lease and to take reasonable measures to protect the premises from infestations of insects, spiders, mites, snails and other such pests. TENANT agrees to make diligent effort to prevent infestations of organisms that may produce disease in plants or animals and that may come onto or develop on the premises during the term of this lease and that might damage crops grown on the premises after the term. On default of the TENANT to do so,

LANDLORD reserves the right, after having given ten (10) days' notice to take necessary remedial measures at TENANT's expense for which TENANT agrees to reimburse LANDLORD on demand.

Micro Fiched

10. WASTE.

TENANT shall not commit or permit others to commit on the premises waste or nuisance or any other act that could disturb the quiet enjoyment of LANDLORD or any other tenant of LANDLORD on reserved or adjacent property.

11. EXCULPATORY CLAUSE.

TENANT covenants to defend, and hold LANDLORD free and harmless from any and all claims, causes of action, or liability for damages arising from any act or cause causing injury to persons or property of any kind owned by anyone, including TENANT, while in, upon or in any way connected with the leased premises during the term or any extension of this lease or any occupancy under this lease.

12. SUBLEASE OR ASSIGNMENTS.

TENANT shall not assign or sublease any part or portion of the leased premises without the prior written consent of LANDLORD.

13. RE-ENTRY BY LANDLORD.

LANDLORD shall have the power and privilege to re-enter and terminate this lease at any time during the term of this lease, upon thirty (30) days' notice to TENANT, and as to any part or portion of the premises leased, as it may require for use and expansion of use of the solid waste disposal site. Upon such re-entry and termination of this lease, TENANT shall be compensated only for loss of or damage to existing crops located upon the premises so retaken. In the event the parties hereto disagree or dispute the value of said crop or the amount of such damages, then and in that

event the parties hereto disagree or dispute the value of said crop or the amount of such damages, then and in that event they shall apply to the Director of the Agricultural Extension Service for opinion; that said opinion of said person shall be binding upon the parties herein.

Micro Fiched

14. ENTRANCE WAYS.

TENANT may, subject to the approval of the County Engineer, make such entrance ways to said real property as TENANT may deem necessary and convenient to its farming operation.

15. ADVANCES BY LANDLORD.

In the event of TENANT's breach of any covenant of this lease, LANDLORD may, at any time, without notice, cure such breach for the account, and at the expense of TENANT. If TENANT at any time, by reason of such breach, is compelled to pay or elects to pay, any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, the sum or sums so paid by LANDLORD with all interest, costs and damages shall be deemed to be additional rent under this lease and shall be due from TENANT to LANDLORD on the first day of the month following the incurring of such expenses.

15. CONDITIONAL LIMITATIONS.

Each term and each provision of this lease performable by TENANT shall be construed to be both a covenant and a condition.

16. INSURANCE.

During the term of this lease, TENANT shall, at its own expense, maintain in full force, a policy or policies of public liability insurance insuring LANDLORD and TENANT against liability for injury for persons and property, and for death of persons arising from any accident, injury or damage occurring in, on, or about the premises, or any

portion of them arising from any act, omission, or negligence of TENANT or its contractors, licensees, agents, servants, or employees. The liability under such insurance shall be not less than $100,000 for any one person injured, or killed, not less than $300,000 for any one accident, and not less than $50,000 for property damage.

Micro Fiched

17. ABANDONMENT.

In the event TENANT abandons the premises or ceases to diligently farm same, LANDLORD may re-enter and terminate this lease as to any portion thereof, or the whole thereof, upon giving TENANT thirty (30) days' written notice.

18. NOTICES.

All notices to be given to LANDLORD by TENANT shall be given in writing filed with the Department of Public Works, 292 West Beamer Street, Woodland, California, or by depositing the same in the United States mail, postage prepaid, and addressed to the Department of Public Works, 292 West Beamer Street, Woodland, California 95695. Notices to TENANT shall be given in writing personally or by depositing the same in the United States mail, postage prepaid, and addressed to TENANT at the following address: 211 Buena Tierra Drive, Woodland, California.

19. WAIVER.

One or more waivers by LANDLORD of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. LANDLORD's consent to or approval of any act by TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent to or approval of any subsequent similar act by TENANT.

20. CONSTRUCTION.

The marginal headings or title to the paragraphs of this

lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part of this lease.

Micro Fiched

21. BINDING ON SUCCESSORS.

The terms and provisions of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of LANDLORD and TENANT.

22. TERMINATION UPON BREACH OF COVENANT.

A. LANDLORD at his option may terminate this lease on TENANT's breach of any term, condition, or covenant hereof, on giving thirty (30) days' written notice of such termination to TENANT.

B. TENANT may at his option terminate this lease on LANDLORD's breach of any term, condition, or covenant hereof, on giving thirty (30) days' written notice of such termination to LANDLORD.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the day and year hereinabove written.

LANDLORD -

COUNTY OF YOLO, a political subdivision of the State of California

BY x Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

TENANT -

Clarence Danielson
CLARENCE DANIELSON

AGREEMENT NO. 75- 35

(Agreement for Crisis Intervention Services)

THIS AGREEMENT made and entered into this 27th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and DIOGENES HOUSE, a non-profit corporation, hereinafter called CORPORATION,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY has available certain SB 714 grant funds to be used for such public health purposes as are described herein.
2. The purposes of this project are to provide education, information, intervention and referral services for alcohol and other drug abuse related crises.
3. CORPORATION has devised a method of accounting for and describing services to be rendered hereunder which is set forth in Exhibit "A" herein, and which method is approved by COUNTY and shall be used to describe the services rendered hereunder and the charges therefor in monthly billing.
4. Attached hereto and incorporated herein, marked Exhibit "B" is a general description of the program and the services to be rendered by CORPORATION.

AGREEMENTS:

1. CORPORATION shall render the services described herein in Exhibit "B" and shall submit monthly statements to COUNTY for said services rendered, described in units of service, and COUNTY shall pay for said services monthly. In contemplation of the execution of this agreement, services have been rendered since July 1, 1974, which COUNTY shall pay for upon receipt of billing.

2. The total amount of money that COUNTY is obligated to pay for all services rendered by CORPORATION shall not exceed the sum of FIVE THOUSAND SEVEN HUNDRED EIGHTEEN and NO/100 ($5,718.00) DOLLARS.

3. The services rendered by CORPORATION shall be under the guidance and general supervision of the Director of Mental Health Services of COUNTY.

Micro Fiched

4. CORPORATION shall maintain full and complete records of services rendered sufficient to enable the audit of the entire program at any time by COUNTY or State officials. Said records shall be maintained for not less than four (4) years from date of their creation.

5. The term of this agreement is from date of execution hereof until June 30, 1975. This agreement may be terminated by either party hereto upon thirty (30) days' written notice. Written notice shall be given only to the following addresses:

COUNTY:

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

CORPORATION:

Mr. Ron Clement
Program Director
DIOGENES HOUSE
503 - 3rd Street
Davis, California 95616

6. CORPORATION acknowledges that it is familiar with all rules, regulations, conditions and terms of said Grant, and covenants to comply with all of said rules, regulations, conditions and terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date hereinabove set forth.

///

///

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

DIOGENES HOUSE, a non-profit corporation

BY _____
Chairman

BY _____
Secretary/Treasurer

_____
B. Otis Ucko, M.D.
Director of Health and Director of Mental Health.

UNIT BILLING SCHEDULE FOR AGREEMENT
BETWEEN INDOCHINO HOUSE AND YOLO COUNTY

Crisis Intervention - $10 per unit

1 unit = one hour crisis intervention per person per individual staff member.

Information and Referral - $5 per unit

1 unit = one instance of individual or group drug education information, or referral per person.

Micro Fiched

Diversion Supervision - $2 per unit - Education

1 unit = one instance of individual or group drug education per person.

Diversion Supervision - $5 per unit - Counseling

1 unit = one hour individual or group counseling per person.

Exhibit "A"

DRUG CRISIS INTERVENTION AND INFORMATION SERVICES
LETTER OF AGREEMENT BETWEEN DIOGENES HOUSE AND YOLO COUNTY

Drug crisis intervention is defined for the purposes of this contract as a state of clear and present threat to a person's psychological and psychological well being. The intervention is provided by paraprofessional staff at Diogenes House on a 24-hour basis.

The Crisis Intervention Services include:

1. 24-hour answering service for drug-related crisis
2. 24-hour walk-in service for drug related crisis
3. 24-hour service at the site of the drug related crisis

Micro Fiched

Drug Information and Referral Service

The drug information and referral service refers to those instances of service in which important information is sought concerning specific services related to drug abuse but where there is no apparent critical crisis. These may be calls from parents concerning services available in the community or it could be a heroin addict inquiring about a methadone program.

We are paying for the 24-hour availability of this service as well as information concerning the nature of the calls themselves. (For example, a sudden increase in the number of heroin inquiries would be important information for our total county effort.) A monthly report that provides this kind of information will be submitted 30 days following each successive month. Also, the actual time involved in each information instance of service will be recorded for the purpose of the record. Services will be provided by trained para-professional staff with professional back up. The $5 for instance of service includes:

1. 24-hour answering service for drug education and referral
2. 24-hour walk-in service for drug education, information and referral
3. 24-hour drug information referral at site of the drug related case

Diversion Supervision Services

The diversion supervision component is related to the provision in Penal Code 1000 which provided treatment and education for drug-related cases. We wish to utilize the Diogenes House program in a small way as part of the total diversion

Exhibit "B"

effort. The referrals will come from Mental Health in cooperation with the Probation Department. The Diogenes Staff will organize an individual program for each person and this may include an educational experience as well as involvement in some of the counseling and community work. Services will be provided by trained para-professional staff with professional back up.

Diversion Supervision Services shall include:

1. Individual or group drug education
2. Individual or group counseling
3. Supervised community involvement

Micro Fiched

EXHIBIT "B"

AGREEMENT NO. 75-36

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT

FILED
FEB - 3 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

CETA II

Sub-Grantee Name
City of Davis

Address
226 F Street

City
Davis, CA 95616

Phone:
(916) 756-3740

Program Director
Mr. Robert A. Traverso, Assistant City Manager

Date of Modification

The Sub-Grant between the parties, Yolo County Agreements No. 74-221 (A) No. 74-295 (B) is hereby modified as follows:

1. Net amount of funds affected by this modification: Micro Fiched
   increase ~~decrease~~ of $ 38,742.00

2. The grant period originally starting on December 1, 1974 (A) September 1, 1974 (B) and ending on (A) June 30, 1975 is hereby modified to end on June 30, 1975. (B) August 31, 1975

3. The current schedule of position listings is modified by the addition of the positions set forth in Modification to Schedule of Position Listings attached hereto marked Exhibit "A".

4. This modification is effective on the Date of Modification set forth above.

City of Davis
(Legal Name of Sub-Grantee)

Howard L. Reese
(Signature of Authorized Officer)

Howard L. Reese
City Manager
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

Betsy A. Marchand 2-3-75

BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara Rodgers DEPUTY

SY-52

(SEAL)

January 16, 1975
CETA II

CITY OF DAVIS

MODIFICATION TO SCHEDULE OF POSITIONS LISTING

One Account Clerk		$ 4,200.00
One Planning Technician		4,715.00
One Administrative Assistant I		4,795.00
One Typist Clerk I		3,160.00
One Typist Clerk I		3,160.00
One Maintenance Worker I		4,235.00
One Maintenance Worker I		4,235.00
One Parking Enforcement		3,690.00
One Custodian		3,620.00
One Firefighter Trainee		4,380.00
One Firefighter Trainee		4,380.00
*One Custodian		5,580.00
*One Bicycle Aide		4,047.00
**One Clerk Typist		4,142.00
**One Stock Clerk		4,142.00
total contract		62,681.00
* less Agreement No. 74-195	$ 14,318.00	
** less Agreement No. 74-221	9,621.00	23,939.00
Net increase of this modification		$ 38,742.00

Micro Fiched

Reprogram of Title II Funds
January 6, 1975
(After Allocation of Title VI Funds)

City of Davis	5 Months Salary & Benefits	Total Allocation
Account Clerk I (½)	$4,200	$4,200
Planning Technician	4,715	4,715
Admin. Asst. I	4,795	4,795
Typist Clerk I	3,160	3,160
Custodian	3,820	3,820
Maint. Worker I	4,235	4,235
Maint. Worker I	4,235	4,235
Parking Enforcement	3,690	3,690
Typist Clerk I	3,160	3,160
Firefighter Trainee	4,380	4,380
Firefighter Trainee	4,380	4,380
		44,770

Micro Fiched

AGREEMENT NO. 75-37

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT

FILED
JAN 27 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodrigues
Deputy

Sub-Grantee Name	DAVIS JOINT UNIFIED SCHOOL DISTRICT
Address	23 Russell Boulevard
City	Davis, CA 95616
Phone:	(916) 756-0464
Program Director	Mr. Marvin Kahn
Date of Modification	January 16, 1975

The Sub-Grant between the parties, Yolo County Agreement No. 75-25 is hereby modified as follows:

Micro Fiched

1. Net amount of funds affected by this modification:
   increase / ~~decrease~~ of $ 27,355.00.
2. The grant period originally starting on January 1, 1975 and ~~ends~~ on June 30, 1975 ~~is hereby modified to extend~~.
3. The current schedule of position listings is modified by the addition of the positions set forth in Modification to Schedule of Position Listings attached hereto marked Exhibit "A".
4. This modification is effective on the Date of Modification set forth above.

Davis Joint Unified School District	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
(Legal Name of Sub-Grantee)	
(Signature of Authorized Officer)	Betsy A. Marchand
Marvin Kahn Associate Superintendent	BETSY A. MARCHAND, CHAIRMAN
(Typed Name & Title of Authorized Officer)	BOARD OF SUPERVISORS
	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS BY Barbara A. Rodrigues DEPUTY

SY-52

(SEAL)

January 16, 1975
CETA II

DAVIS JOINT UNIFIED SCHOOL DISTRICT

MODIFICATION TO SCHEDULE OF POSITION LISTING

One Custodian	$ 4,444.00
One Typist Clerk	3,370.00
One Typist Clerk	3,370.00
One Assistant Teacher	3,140.00
One Assistant Teacher	3,140.00
One Assistant Teacher	3,140.00
One Instructional Aide	3,545.00
One Instructional Aide	3,545.00
One Delivery Man	4,105.00
total contract	$31,799.00
less original contract	4,444.00
Net increase of this modification	$27,355.00

Reprogram of Title II Funds
January 6, 1975
(After Allocation of Title VI Funds)

Davis Schools	5 Months Salary & Benefits	Total Allocation
Typist Clerk I	$3,370	$3,370
Typist Clerk I	3,370	3,370
Asst. Teacher	3,140	3,140
Asst. Teacher	3,140	3,140
Asst. Teacher	3,140	3,140
Instructional Aide	3,545	3,545
Instructional Aide	3,545	3,545
Delivery Man	4,105	4,105
		27,355

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Reconciled by M.O. 75-132 Item 10

AGREEMENT NO. 75-38

THIS AGREEMENT made and entered into this _____ day of _____, 197____, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the _____ RECLAMATION DISTRICT NO. 999 _____, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

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1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

5. TERMINATION.

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A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

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PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY_____
CHAIRPERSON OF THE BOARD OF SUPERVISORS

SUBGRANTEE -

_____

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET

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Sub-Grantee Name	RECLAMATION DISTRICT NO. 999
Address	Rt. 1, Box 237
City	Clarksburg, CA 95612
Phone:	744-1270
Program Director	

1. Amount of funds allocated per this sub-grant:

   $ 3,990 .

2. Grant Period from February 1, 1975 to June 30, 1975

(Legal Name of Sub-Grantee)	(Address)
(Signature of Authorized Officer)	Title
(Typed Name & Title of Authorized Officer)	(Date of Application)

SY-52

CETA II

RECLAMATION DISTRICT 999

SCHEDULE OF POSITIONS LISTING

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Ground Maintanance Man	$ 3,990.00

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

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be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

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C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4)

3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following methods:

1. Placement of job orders with the local office of the Department of Employment Development.
2. Preparation of job announcements which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
3. Placement of ads or articles in local newspapers.

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The selection of participants shall be based primarily on application review and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies an applicant prior to employment will have to pass a physical examination which shall be paid for by the agency.

The eligibility of participants will be determined by a review of their employment application, certification sheet regarding residency and employment, verification of their driver's license, and questions asked at the time of the oral interview.

B. Orientation

As in the case of regular employees, Public Employment Program (PEP) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A fact sheet (Exhibit A) describing the rights and benefits in connection with a participant's employment under the Comprehensive Employment and Training Act shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the PEP participant receives a complete orientation to include an explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Auditor's Office representative at the time of on-site monitoring shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

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C. Training and Supportive Services

All possible in-service training and job related vocational education will be made available to participants employed under the CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

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At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the PEP program, whenever possible, shall be recruited from other manpower programs and other priority categories established in the CETA.

Other manpower programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained PEP participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance.

The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for PEP participants and also for those who may have to be counselled for emotional problems which developed after an individual started work. Should participants have health ailments which might become an obstackle to regular attendance on the job they will be referred to the County Health Department.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors or by the Manpower Services Officer, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attaine a more comprehensive understanding of their work. Guidance will be given to those whose highest education level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such

courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

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It is recognized that in some cases PEP participants may encounter difficulty in meeting certain work standards required by an agency. This is especially true of those who are trying to make the transition from welfare rolls to payrolls. Supportive services in terms of limited financial aid shall be provided based upon the merits of the individual case for overcoming such obstackles as: day care, car repairs, transportation, clothing, minor medical needs, tuition, books and tools (when their possession is a condition of employment).

Financial arrangements shall not be made until all facts have been reviewed and it is determined that the PEP participant would be obliged to drop out of the program unless cash assistance is made available. Continuing supportive services will be given to participants who are recipients of public assistance to assure that family functioning is sufficient to meet the family goal. The Manpower Services Officer will be available to offer necessary counselling to those who may experience difficulties.

D. Compensation of Participants

The rate of compensation requested foreach occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills, and responsibilities.

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E. Career Development

(1) In the larger agencies, reviews of the classification plans have been made which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies have been encouraged to make such a review if they have not already done so. Since a substantial portion of employees working within the county are employed under the provisions of the County Merit System Bureau, the policies of that system have been reviewed and certain revisions have been recommended. This will be done on a continuing basis in view of federal requirements to modify or eliminate such practices that might be artificial barriers to employment.

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Since most all of the communities in the county are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many agencies throughout the county contain numerous class series which are identified in most stances by a I, II, or II after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the

necessary experience and are able to perform their duties at the higher level expected. The PEP participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

Micro Fiched

It is contemplated that participants will move from employment in positions funded by this grant to regular permanent positions in the commercial and industrial communities or to positions with the local governments within a year due to normal attrition occurring in the occupational fields. The following turnover records of one of the largest agencies are provided to illustrate.

Classification	Per Cent Turnover-1971
Typist Clerk II	25.0%
Probation Officer I and II	13.6%

(2) Information will be provided (Exhibit B) to immediate supervisors in all agencies by the Manpower Services Officer to help them give counselling to PEP participants. It shall consist primarily of material intended to assist the PEP participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the PEP participant but no longer than every six months and more often when it is deemed advisable. The services of

the Manpower Services Officer shall be made available in the event more intensive counselling is desired.

(3) As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Services Officer identifies job openings, consideration shall be given to PEP participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Service Officer shall be contacted at this time to ascertain through the Job Bank and other resources if positions of equivalent standards exist in the private sector. If such is the case, he shall assist the PEP participant to make contact with a potential employer through the services of the Department of Employment [illegible] Development.

Micro Fiched

EXHIBIT A

To: PEP Participants

From: Manpower Officer

County Executive Office

Room 202, Courthouse, Woodland

Congratulations on becoming a PEP participant in the agency in which you are employed. In your capacity there are certain elements of the CETA which is the authority for the Title II program you should be familiar with to better understand your position.

Micro Fiched

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local

adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

Micro Fiched

If I may be of further assistance, please do not hesitate to call me.

To: TITLE II SUB AGENTS

From: MANPOWER OFFICER

Provisions of the CETA, the authority for the Public Employment Program (PEP), are very specific with reference to the rights and benefits to which the PEP participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Micro Fiched

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

To: Immediate Supervisors of Public Employment Program (PEP) Participants

From: Manpower Officer

You are one of those selected to supervise a PEP participant. The only difference from a regular employee is that the PEP participant is paid from federal funds although the method of payment is the same as for regular employees. PEP employees are entitled to all of the same benefits and considerations as regular employees on the county payroll. Micro Fiched

In order to meet the provisions of the Emergency Employment Act which is the authority for the PEP program, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your PEP participant attends.
4. Be sure to advise your PEP participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the PEP participant follow:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If,

for instance, a PEP participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, of the General Educational Development (GED) test. This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

Micro Fiched

2. If the participant is placed in a highly specialized type of work you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the PEP participant shall be allowed to take advantage of them as well.

In the event the PEP participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. By being a member of the Job Bank and through other resources I can readily establish what jobs, or educational and training situations are available. If a PEP participant qualifies for a job opening, I will be

happy to make appropriate referrals to the Department of Human Resources Development and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

Micro Fiched

FILED
JAN 27 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

AGREEMENT NO. 75-39

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT

CETA II

Micro Fiched

Sub-Grantee Name	West Sacramento Sanitary District
Address	P. O. Box 802 1951 South River Road
City	West Sacramento, CA 95691
Phone:	(916) 371-5132
Program Director	Mr. Robert O. Brusee
Date of Modification	January 16, 1975

The Sub-Grant between the parties, Yolo County Agreement No. 74-223 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   increase
   ~~decrease~~: of $ 3,013.00.

2. The grant period originally starting on January 1, 1975 and ending on August 31, 1975 is hereby modified to end on June 30, 1975.

3. The current schedule of position listings is modified by the addition of the positions set forth in Modification to Schedule of Position Listings attached hereto marked Exhibit "A".

4. This modification is effective on the Date of Modification set forth above.

West Sacramento Sanitary District	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
(Legal Name of Sub-Grantee)	
Robert O. Brusee	Betsy A. Marchand
(Signature of Authorized Officer)	
Robert O. Brusee District Manager	BETSY A. MARCHAND, CHAIRMAN BOARD OF SUPERVISORS
(Typed Name & Title of Authorized Officer)	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS BY Barbara A. Rodgers DEPUTY

SY-52

(SEAL)

January 16, 1979
Item 11

[illegible]

MODIFICATION TO SCHEDULE OF BIDDING AMOUNTS

One Wastewater Operator	$ 5,892.00
One Pump System Maintenance	4,910.00
total contract	10,802.00
less original contract	7,789.00
Net increase of this modification	$ 3,013.00

Micro Fiched

Reprogram of Title II Funds
January 6, 1975
(After Allocation of Title VI Funds)

West Sacramento Sanitary	5 Months Salary & Benefits	Total Allocation
Pump System Maintenance	$4,910	$4,910

Micro Fiched

AGREEMENT NO. 75- 40

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT

CETA II

FILED
JAN 27 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

Sub-Grantee Name: City of Winters	
Address: City Hall, P. O. Box 457	Micro Fiched
City: Winters, CA 95694	Phone: (916) 795-4910
Program Director: Mr. Gail Wingard	Date of Modification: January 16, 1975

The Sub-Grant between the parties, Yolo County Agreement No. 74-196 is hereby modified as follows:

1. Net amount of funds affected by this modification:
   increase / ~~decrease~~ of $ 6,206.00.
2. The grant period originally starting on September 1, 1974 and ending on August 31, 1975 is hereby modified to end on June 30, 1975.
3. The current schedule of position listings is modified by the addition of the positions set forth in Modification to Schedule of Position Listings attached hereto marked Exhibit "A".
4. This modification is effective on the Date of Modification set forth above.

City of Winters	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
(Legal Name of Sub-Grantee)	
	ORIGINAL SIGNED:
(Signature of Authorized Officer)	BETSY A. MARCHAND
X Mayor Jack L. Kinser	BETSY A. MARCHAND, CHAIRMAN
(Typed Name & Title of Authorized Officer)	BOARD OF SUPERVISORS
	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS
	BY Barbara A. Rodgers DEPUTY

SY-52

(SEAL)

January 16, 1975
CETA II

CITY OF WINTERS

MODIFICATION TO SCHEDULE OF POSITIONS HOLDING

Micro Fiched

Two Maintenance and One Typist	$ 18,867.00
Public Works Man	4,165.00
Public Works Man	4,165.00
Clerk Typist	3,260.00
Administrative Assistant	4,795.00
Total contract	35,252.00
less Agreement No. 74-196	29,046.00
Net increase of this modification	$ 6,206.00

6930

FILED
JAN 27 1975
LAURENCE P. HERGAM, Clerk
By [illegible] Deputy Clerk

AGREEMENT NO. 75-41

(CETA Title II Agreement)

THIS AGREEMENT made and entered into this 27th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Woodland Joint Unified School District,

hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

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1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

   A. This Agreement.

   B. Signature sheet.

   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

   E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

Micro Fiched

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

Micro Fiched

B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Micro Fiched

7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Micro Fiched

11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Micro Fiched

B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

15. PERSONNEL.

Micro Fiched

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY X Betty A. Marshall
CHAIRPERSON OF THE BOARD OF SUPERVISORS

Micro Fiched

SUBGRANTEE - Woodland Joint Unified School District

Jesse L. Loughridge
Superintendent

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET

Sub-Grantee Name	Woodland Joint Unified School District
Address	175 Walnut Street
City	Woodland, CA 95695
Phone:	(916) 662-0201
Program Director	Dr. David Zeff

1. Amount of funds allocated per this sub-grant:

$ 6,930.00 .

Micro Fiched

2. Grant Period from January 1,.1975 to June 30, 1975.

Woodland Joint Unified School District	175 Walnut Street Woodland, CA 95695
(Legal Name of Sub-Grantee)	(Address)
James S. Loughridge	Superintendent
(Signature of Authorized Officer)	Title
James S. Loughridge, Superintendent	January 6, 1975
(Typed Name & Title of Authorized Officer)	(Date of Application)

SY-52

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

Positions approved by the County of Yolo Board of Supervisors for employment under the Comprehensive Employment and Training Act of 1973, Title II:

	Total Allocation
One Library Clerk	$ 3,465.00
One Library Clerk	3,465.00
	$ 6,930.00

Micro Fiched

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following methods:

1. Placement of job orders with the local office of the Department of Employment Development.
2. Preparation of job announcements which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
3. Placement of ads or articles in local newspapers.

Micro Fiched

The selection of participants shall be based primarily on application review and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies an applicant prior to employment will have to pass a physical examination which shall be paid for by the agency.

The eligibility of participants will be determined by a review of their employment application, certification sheet regarding residency and employment, verification of their driver's license, and questions asked at the time of the oral interview.

B. Orientation

As in the case of regular employees, Public Employment Program (PEP) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A fact sheet (Exhibit A) describing the rights and benefits in connection with a participant's employment under the Comprehensive Employment and Training Act shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the PEP participant receives a complete orientation to include an explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Auditor's Office representative at the time of on-site monitoring shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

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C. Training and Supportive Services

All possible in-service training and job related vocational education will be made available to participants employed under the CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Micro Fiched

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnal for the PEP program, whenever possible, shall be recruited from other manpower programs and other priority categories established in the CETA.

Other manpower programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained PEP participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance.

The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for PEP participants and also for those who may have to be counselled for emotional problems which developed after an individual started work. Should participants have health ailments which might become an obstackle to regular attendance on the job they will be referred to the County Health Department.

Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors or by the Manpower Services Officer, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attaine a more comprehensive understanding of their work. Guidance will be given to those whose highest education level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such

courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

More Fished

It is recognized that in some cases PEP participants may encounter difficulty in meeting certain work standards required by an agency. This is especially true of those who are trying to make the transition from welfare rolls to payrolls. Supportive services in terms of limited financial aid shall be provided based upon the merits of the individual case for overcoming such obstackles as: day care, car repairs, transportation, clothing, minor medical needs, tuition, books and tools (when their possession is a condition of employment).

Financial arrangements shall not be made until all facts have been reviewed and it is determined that the PEP participant would be obliged to drop out of the program unless cash assistance is made available. Continuing supportive services will be given to participants who are recipients of public assistance to assure that family functioning is sufficient to meet the family goal. The Manpower Services Officer will be available to offer necessary counselling to those who may experience difficulties.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills, and responsibilities.

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E. Career Development

(1) In the larger agencies, reviews of the classification plans have been made which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies have been encouraged to make such a review if they have not already done so. Since a substantial portion of employees working within the county are employed under the provisions of the County Merit System Bureau, the policies of that system have been reviewed and certain revisions have been recommended. This will be done on a continuing basis in view of federal requirements to modify or eliminate such practices that might be artificial barriers to employment.

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Since most all of the communities in the county are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many agencies throughout the county contain numerous class series which are identified in most stances by a I, II, or II after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the

necessary experience and are able to perform their duties at the higher level expected. The PEP participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by this grant to regular permanent positions in the commercial and industrial communities or to positions with the local governments within a year due to normal attrition occurring in the occupational fields. The following turnover records of one of the largest agencies are provided to illustrate.

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Classification	Per Cent Turnover-1971
Typist Clerk II	25.0%
Probation Officer I and II	13.6%

(2) Information will be provided (Exhibit B) to immediate supervisors in all agencies by the Manpower Services Officer to help them give counselling to PEP participants. It shall consist primarily of material intended to assist the PEP participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the PEP participant but no longer than every six months and more often when it is deemed advisable. The services of

the Manpower Services Officer shall be made available in the event more intensive counselling is desired.

(3) As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Services Officer identifies job openings, consideration shall be given to PEP participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Service Officer shall be contacted at this time to ascertain through the Job Bank and other resources if positions of equivalent standards exist in the private sector. If such is the case, he shall assist the PEP participant to make contact with a potential employer through the services of the Department of Employment and Development.

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EXHIBIT A

To: PEP Participants

From: Manpower Officer
County Executive Office
Room 202, Courthouse, Woodland

Congratulations on becoming a PEP participant in the agency in which you are employed. In your capacity there are certain elements of the CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local

adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

To: TITLE II SUB AGENTS

From: MANPOWER OFFICER

Provisions of the CETA, the authority for the Public Employment Program (PEP), are very specific with reference to the rights and benefits to which the PEP participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

To: Immediate Supervisors of Public Employment Program (PEP) Participants

From: Manpower Officer

You are one of those selected to supervise a PEP participant. The only difference from a regular employee is that the PEP participant is paid from federal funds although the method of payment is the same as for regular employees. PEP employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

In order to meet the provisions of the Emergency Employment Act which is the authority for the PEP program, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

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1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your PEP participant attends.
4. Be sure to advise your PEP participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the PEP participant follow:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If,

for instance, a PEP participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, of the General Educational Development (GED) test. This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

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2. If the participant is placed in a highly specialized type of work you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the PEP participant shall be allowed to take advantage of them as well.

In the event the PEP participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. By being a member of the Job Bank and through other resources I can readily establish what jobs, or educational and training situations are available. If a PEP participant qualifies for a job opening, I will be

happy to make appropriate referrals to the Department of Human Resources Development and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

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A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 106(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 601(1))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938, if higher, under the applicable State or local minimum wage law. (Sec. 311(3))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

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be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 105(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. Assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. Assure that special consideration will be given in the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4)

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3. Assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the Armed Forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. Assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. Assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. Assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. Assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

AGREEMENT NO. 75-42

COUNTY OF YOLO
AS PROGRAM AGENT OF
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT

FILED
JAN 27 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

CETA II

Sub-Grantee Name
Winters Joint Unified School District

Address
47 Main Street

Micro Fiched

City
Winters, CA 95694

Phone:
(916) 795-4588

Program Director
Mr. James M. Bernardy

Date of Modification
January 16, 1975

The Sub-Grant between the parties, Yolo County Agreement No. 75-26 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   increase / decrease: of $ 16,770.00.

2. The grant period originally starting on January 1, 1975 ends on June 30, 1975. ~~Said is hereby modified to extend to~~ ~~xxxxxxxxxx~~.

3. The current schedule of position listings is modified by the addition of the positions set forth in Modification to Schedule of Position Listings attached hereto marked Exhibit "A".

4. This modification is effective on the Date of Modification set forth above.

Winters Joint Unified School District	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
(Legal Name of Sub-Grantee)	
(Signature of Authorized Officer)	Betsy A. Marchand
James M. Bernardy District Superintendent	BETSY A. MARCHAND, CHAIRMAN BOARD OF SUPERVISORS
(Typed Name & Title of Authorized Officer)	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS BY Barbara A. Rodgers DEPUTY

SX-52

(SEAL)

January 16, 1975
Item II

MODIFICATION TO SCHEDULE OF POSITION LISTINGS

Library Clerk	$ 3,243.00
Maintenance/Custodian	3,770.00
Secretary	3,605.00
Library Clerk	2,970.00
Library Clerk	2,970.00
Bookkeeper	3,605.00
Gardener	3,370.00
Custodian	3,450.00
total contract	$ 25,783.00
less original contract	7,013.00
Net increase of this modification	$ 18,770.00

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Reprogram of Title II Funds
January 6, 1975
(After Allocation of Title VI Funds)

Winters Schools	5 Months Salary & Benefits	Total Allocation
Secretary	$3,005	$3,005
Library Clerk	2,970	2,970
Library Clerk	2,970	2,970
Bookkeeper	3,005	3,005
Gardener	3,370	3,370
Custodian	3,450	3,450
		18,770

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AGREEMENT NO. 75-42

FILED
JAN 27 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Reed Deputy

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT

CETA II

Sub-Grantee Name Washington Unified School District	
Address 930 West Acres Road	
City West Sacramento, CA 95691	Phone: (916) 371-9333
Program Director Mr. Marino Pierucci	Date of Modification January 16, 1975

The Sub-Grant between the parties, Yolo County Agreements No. 74-222 (A) 75-27 (B) is hereby modified as follows:

1. Net amount of funds affected by this modification: Micro Fiched
   increase / decrease: of $ 12,853.00
2. The grant period originally starting on (A) December 1, 1974 (B) January 1, 1975 and both end on June 30, 1975 is hereby ~~modified~~ to end on: _____
3. The current schedule of position listings is modified by the addition of the positions set forth in Modification to Schedule of Position Listings attached hereto marked Exhibit "A".
4. This modification is effective on the Date of Modification set forth above.

Washington Unified School District (Legal Name of Sub-Grantee)	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
Marino Pierucci (Signature of Authorized Officer)	Betsy A. Marchand
Marino Pierucci Asst. Superintendent, Bus. Oper. (Typed Name & Title of Authorized Officer)	BETSY A. MARCHAND, CHAIRMAN BOARD OF SUPERVISORS ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS BY Barbara A. Reed DEPUTY

SX-52

(SEAL)

January 16, 1975
CETA II

WASHINGTON UNIFIED SCHOOL DISTRICT

MODIFICATION TO SCHEDULE OF POSITIONS LISTING

*One Maintenance		$ 4,204.00
*One Groundskeeper		4,108.00
**One Building Maintenance		5,190.00
**One Maintenance		4,204.00
**One Groundskeeper		4,108.00
One Building Maintenance		4,600.00
One Custodian		3,480.00
One Custodian		3,480.00
One Typist Clerk		3,080.00
total contract		36,454.00
*less Agreement No. 74-221	$ 10,099.00	
**less Agreement No. 75-27	13,502.00	23,601.00
Net increase of this modification		$ 12,853.00

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Reprogram of Title II Funds
January 6, 1975
(After Allocation of Title VI Funds)

Washington Schools	5 Months Salary & Benefits	Total Allocation
Building Maint. Man	$4,600	$4,600
Custodian	3,480	3,480
Custodian	3,480	3,480
Typist Clerk	3,080	3,080
		14,640

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FILED

FEB 13 1975

LAURENCE P. HENIGAN, Clerk

By Paula C. Corral Deputy

AGREEMENT NO. 75-44

THIS AGREEMENT made and entered into this 27th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the WEST PLAINFIELD FIRE PROTECTION DISTRICT, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

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A. This Agreement.

B. Signature sheet.

C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

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2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Micro Fiched

7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Micro Fiched

11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Micro Fiched

B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

Micro Fiched

15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRPERSON OF THE BOARD OF SUPERVISORS

Micro Fiched

SUBGRANTEE
West Plainfield Fire Protection District

B. D. Arnold
District Business Manager

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET

Sub-Grantee Name	WEST PLAINFIELD FIRE PROTECTION DISTRICT
Address	Route 1, Box 2415
City	Davis, CA 95616
Phone:	662-8871
Program Director	Fire Chief

1. Amount of funds allocated per this sub-grant:

   $ 2,925 .

2. Grant Period from 2-1-75 to 6-30-75

Micro Fiched

West Plainfield Fire Protection District — Rt. 1 Box 2120, Davis, Ca. 95616
(Legal Name of Sub-Grantee) (Address)

(Signature of Authorized Officer) — District Business Manager (Title)

B.D. Arnold
District Business Manager
(Typed Name & Title of Authorized Officer)

1-24-75
(Date of Application)

SY-52

AGREEMENT NO. 75-45

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT

FILED
JAN 27 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

Sub-Grantee Name	Yolo County Housing Authority
Address	P. O. Box 57
City	Woodland, CA 95695
Phone:	(916) 662-7043
Program Director	Mr. D. Ross Parker
Date of Modification	January 16, 1975

The Sub-Grant between the parties, Yolo County Agreement No. 75-22 is hereby modified as follows:

1. Net amount of funds affected by this modification:
   increase / decrease of $ 3,680.00.

Micro Fiched

2. The grant period originally starting on January 1, 1975 ends on June 30, 1975 is hereby modified to end on _____.

3. The current schedule of position listings is modified by the addition of the positions set forth in Modification to Schedule of Position Listings attached hereto marked Exhibit "A".

4. This modification is effective on the Date of Modification set forth above.

Yolo County Housing Authority	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
(Legal Name of Sub-Grantee)	
D. Ross Parker	Betsy A. Marchand
(Signature of Authorized Officer)	
D. Ross Parker Executive Director	BETSY A. MARCHAND, CHAIRMAN BOARD OF SUPERVISORS
(Typed Name & Title of Authorized Officer)	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS
	BY Barbara A. Rodgers, DEPUTY
	(SEAL)

SY-52

January 16, 1975
CETA II

YOLO COUNTY HOUSING AUTHORITY

MODIFICATION TO SCHEDULE OF ADDITIONAL LISTINGS

One Maintenance Mechanic II	$ 4,928.00
One Maintenance Mechanic I	3,680.00
total contract	8,608.00
less original contract	4,928.00
Net increase of this modification	$ 3,680.00

Micro Fiched

Reprogram of Title II Funds
January 6, 1975
(After Allocation of Title VI Funds)

Yolo Housing Authority	5 Months Salary & Benefits	Total Allocation
Maint. Mechanic I	$3,680	$3,680

Micro Fiched

AGREEMENT NO. 75-46

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT

FILED
JAN 27 1975
LAURENCE P. PENIGAN, Clerk
by Barbara Rodgers Deputy

DATA II

Sub-Grantee Name: Winters Fire/Protection	
Address: --	
City: Winters, CA 95694	Phone: (916) 795-4511
Program Director: Mr. Vernon C. Bruhn	Date of Modification: January 16, 1975

The Sub-Grant between the parties, Yolo County Agreement No. 75-24 is hereby modified as follows:

1. Net amount of funds affected by this modification:
   increase / decrease: of $ 3,350.00.

Micro Fiched

2. The grant period originally starting on January 1, 1975 ends on June 30, 1975 is hereby modified to end on: _____.

3. The current schedule of position listings is modified by the addition of the positions set forth in Modification to Schedule of Position Listings attached hereto marked Exhibit "A".

4. This modification is effective on the Date of Modification set forth above.

Winters Fire Department	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
(Legal Name of Sub-Grantee)	
Vernon C. Bruhn	x Betsy A. Marchand
(Signature of Authorized Officer)	
Vernon C. Bruhn Fire Chief.	BETSY A. MARCHAND, CHAIRMAN
(Typed Name & Title of Authorized Officer)	BOARD OF SUPERVISORS
	ATTEST: LAURENCE P. PENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS
	BY Barbara Rodgers DEPUTY

SY-52

(SEAL)

January 16, 1975
CVTA II

WINTERS FIRE DISTRICT

MODIFICATION TO SCHEDULE OF POSITIONS LISTING

One Fireman	$ 4,120.00
One Fireman	3,350.00
total contract	7,470.00
less original contract	4,120.00
Net increase of this modification	$ 3,350.00

Micro Fiched

Reprogram of Title II Funds
January 6, 1975
(After Allocation of Title VI Funds)

Winters Fire	5 Months Salary & Benefits	Total Allocation
Fireman	$3,350	$3,350

Micro Fiched

75-47

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT

FILED
JAN 27 1975
LAURENCE P. KENIGAN, Clerk
By Barbara A. Rodgers
Deputy

CETA II

Sub-Grantee Name
Washington Fire Protection District

Address
317 Third Street

City
Broderick, CA 95606

Phone:
(916) 372-0424

Program Director
Mr. A. F. Bertsch

Date of Modification
January 16, 1975

The Sub-Grant between the parties, Yolo County Agreement No. 75-23 is hereby modified as follows:

1. Net amount of funds affected by this modification:
increase ~~decrease~~ of $ 3,325.00.

2. The grant period originally starting on January 1, 1975 ~~ends~~ on June 30, 1975, is hereby modified to end on _____.

3. The current schedule of position listings is modified by the addition of the positions set forth in Modification to Schedule of Position Listings attached hereto marked Exhibit "A".

4. This modification is effective on the Date of Modification set forth above.

Micro Fiched

Washington Fire Department
(Legal Name of Sub-Grantee)

A. M. Bertsch
(Signature of Authorized Officer)

A. F. Bertsch,
Fire Chief
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

Betsy A. Marchand
BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. KENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara A. Rodgers, DEPUTY

SX-52

(SEAL)

January 16, 1975
CSTA 11

[illegible]

[illegible]

One Firefighter	$ 5,467.00
One Firefighter	5,467.00
One Clerk Typist	3,325.00
total contract	14,259.00
less original contract	10,934.00
Net increase of this modification	$ 3,325.00

Micro Fiched

Reprogram of Title II Funds
January 6, 1975
(After Allocation of Title VI Funds)

Washington Fire	5 Months Salary & Benefits	Total Allocation
Clerk Typist	$3,325	$3,325

Micro Fiched

FILED
JAN 27 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Lee
Deputy

AGREEMENT NO. 75-48

THIS AGREEMENT made and entered into this 27th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the YOLO-SOLANO AIR POLLUTION CONTROL DISTRICT, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

Micro Fiched

A. This Agreement.

B. Signature sheet.

C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

Micro Fiched

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT. Micro Fiched

5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

Micro Fiched

B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers. employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Micro Fiched

B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

Micro Fiched

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRPERSON OF THE BOARD OF SUPERVISORS

Micro Fiched

SUBGRANTEE -

Betsy A. Marchand

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET

Sub-Grantee Name	YOLO-SOLANO AIR POLLUTION CONTROL DISTRICT
Address	P. O. Box 1006
City	Woodland, CA 95695
Phone:	662-8433
Program Director	Air Pollution Control Officer

1. Amount of funds allocated per this sub-grant:

   $ 3,725 .

2. Grant Period from 2-1-75 to 6-30-75

Micro Fiched

YOLO-SOLANO AIR POLLUTION CONTROL DISTRICT
(Legal Name of Sub-Grantee)

323 First St, Suite 5
(Address)
Woodland, CA

James A. Koslow
(Signature of Authorized Officer)

Air Pollution Control Officer
Title

James A. Koslow, Air Pollution Control Officer
(Typed Name & Title of Authorized Officer)

(Date of Application)

SY-52

AGREEMENT NO. 75-37

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT

FILED
JAN 27 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

Sub-Grantee Name	DAVIS JOINT UNIFIED SCHOOL DISTRICT
Address	23 Russell Boulevard
City	Davis, CA 95616
Phone:	(916) 756-0464
Program Director	Mr. Marvin Kahn
Date of Modification	January 16, 1975

The Sub-Grant between the parties, Yolo County Agreement No. 75-25 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   increase / ~~decrease~~ of $ 27,355.00.

2. The grant period originally starting on January 1, 1975 and ends on June 30, 1975 ~~is hereby modified to end on~~.

Micro Fiched

3. The current schedule of position listings is modified by the addition of the positions set forth in Modification to Schedule of Position Listings attached hereto marked Exhibit "A".

4. This modification is effective on the Date of Modification set forth above.

Davis Joint Unified School District	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
(Legal Name of Sub-Grantee)	
(Signature of Authorized Officer)	Betsy A Marchand
Marvin Kahn Associate Superintendent	BETSY A. MARCHAND, CHAIRMAN BOARD OF SUPERVISORS
(Typed Name & Title of Authorized Officer)	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS BY Barbara A Rodgers DEPUTY

(SEAL)

SY-52

January 16, 1975
GRVA II

DAVIS JOINT UNIFIED SCHOOL DISTRICT

MODIFICATION TO SCHEDULE OF EQUIPMENT LISTING

One Custodian	$ 4,444.00
One Typist Clerk	3,370.00
One Typist Clerk	3,370.00
One Assistant Teacher	3,140.00
One Assistant Teacher	3,140.00
One Assistant Teacher	3,140.00
One Instructional Aide	3,545.00
One Instructional Aide	3,545.00
One Delivery Van	4,105.00
total contract	$31,799.00
less original contract	4,444.00
Net increase of this modification	$27,355.00

Micro Fiched

Reprogram of Title II Funds
January 6, 1975
(After Allocation of Title VI Funds)

Davis Schools	5 Months Salary & Benefits	Total Allocation
Typist Clerk I	$3,370	$3,370
Typist Clerk I	3,370	3,370
Asst. Teacher	3,140	3,140
Asst. Teacher	3,140	3,140
Asst. Teacher	3,140	3,140
Instructional Aide	3,545	3,545
Instructional Aide	3,545	3,545
Delivery Man	4,105	4,105
		27,355

Micro Fiched

AGREEMENT NO. 75-49

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT

FILED
FEB - 4 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

CETA II

Sub-Grantee Name Esparto Unified School District	
Address 705 Omega Street	
City Esparto, CA 95627	Phone: (916) 787-3446
Program Director Mr. John P. Griffin	Date of Modification January 16, 1975

The Sub-Grant between the parties, Yolo County Agreement No. 75-21 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   increase ~~decrease~~ of $ 8,105.00.

2. The grant period originally starting on January 1, 1975 and ends on June 30, 1975, ~~is hereby modified to end on~~ _____.

3. The current schedule of position listings is modified by the addition of the positions set forth in Modification to Schedule of Position Listings attached hereto marked Exhibit "A".

Micro Fiched

4. This modification is effective on the Date of Modification set forth above.

Esparto Unified School District (Legal Name of Sub-Grantee)	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
John P. Griffin (Signature of Authorized Officer)	Betsy A. Marchand 2-4-75 BETSY A. MARCHAND, CHAIRMAN BOARD OF SUPERVISORS
John P. Griffin Superintendent (Typed Name & Title of Authorized Officer)	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS BY Barbara A. Rodgers DEPUTY

(SEAL)

SY-52

January 16, 1975
CETA II

ESPAÑOL UNIFIED SCHOOL DISTRICT

MODIFICATION TO SCHEDULE OF POSITION LISTING

One Account Clerk	$ 3,360.00
One Clerk Typist	3,068.00
One Custodian	2,720.00
One Clerk Typist	2,665.00
One Account Clerk	2,720.00
total contract	$ 14,533.00
less original contract	6,428.00
Net increase of this modification	$ 8,105.00

Micro Fiched

AGREEMENT NO. 75-50

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT

FILED
JAN 27 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

CETA II

Sub-Grantee Name	City of Woodland
Address	300 First Street
City	Woodland, CA 95695
Phone:	(916) 662-5416
Program Director	Dr. S. A. Bukhari, Director of Finance.
Date of Modification	

The Sub-Grant between the parties, Yolo County Agreement No. 74-124 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   increase / decrease of $ 2,286.00.

2. The grant period originally starting on September 1, 1974 and ending on August 31, 1975 is hereby modified to end on June 30, 1975.

3. The current schedule of position listings is modified by the addition of the positions set forth in Modification to Schedule of Position Listings attached hereto marked Exhibit "A".

4. This modification is effective on the Date of Modification set forth above.

Micro Fiched

City of Woodland	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
(Legal Name of Sub-Grantee)	
Thos A. Peterson	Betsy A. Marchand
(Signature of Authorized Officer)	
Thomas J. Peterson City Manager	BETSY A. MARCHAND, CHAIRMAN BOARD OF SUPERVISORS
(Typed Name & Title of Authorized Officer)	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS BY Barbara A. Rodgers DEPUTY

SX-52

(SEAL)

January 16, 1975
CETA II

CITY OF HAYWARD

MODIFICATION TO SCHEDULE OF POSITIONS LISTING

Two Gardeners	$ 10,112.00
One Maintenance I	3,575.00
One Groundsman	3,665.00
total contract	17,352.00
less Agreement No. 74-194	15,066.00
Net increase of this modification	$ 2,286.00

Micro Fiched

Reprogram of Title II Funds
January 6, 1975
(After Allocation of Title VI Funds)

City of Woodland	5 Months Salary & Benefits	Total Allocation
Maintenance Man I	$3,575	$3,575
Groundsman	3,665	3,665
		$7,240

Micro Fiched

AGREEMENT NO. 75- 51

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT

FILED
FEB - 3 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

Sub-Grantee Name	
University of California, Davis	
Address	
City	Phone:
Davis, CA 95616	(916) 752-6660
Program Director	Date of Modification
Mr. Larry Hoover	January 16, 1975

The Sub-Grant between the parties, Yolo County Agreement No. 74-198 is hereby modified as follows:

1. Net amount of funds affected by this modification: Micro Fiched
   increase decrease of $ 28,139.00.
2. The grant period originally starting on September 1, 1974 and ending on August 31, 1975 is hereby modified to end on June 30, 1975.
3. The current schedule of position listings is modified by the addition of the positions set forth in Modification to Schedule of Position Listings attached hereto marked Exhibit "A".
4. This modification is effective on the Date of Modification set forth above.

The Regents of the University of California	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
(Legal Name of Sub-Grantee)	
Elmer W. Learned	Betsy A. Marchand 2-3-75
(Signature of Authorized Officer)	
Elmer W. Learned for Allen G. Manr, Dean Research Development	BETSY A. MARCHAND, CHAIRMAN BOARD OF SUPERVISORS
(Typed Name & Title of Authorized Officer)	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS
	BY Barbara A. Rodgers DEPUTY

SY-52

(SEAL)

January 16, 1975
CETA II

UNIVERSITY OF CALIFORNIA DAVIS

MODIFICATION TO SCHEDULE OF POSITION LISTING

Four Clerk Typists	$ 11,432.00
Two Farm Laborers	6,082.00
One Senior Clerk	3,312.00
One Engineering Aide	3,392.00
One Automotive Equipment Operator	3,669.00
Two Senior Custodians	6,780.00
Two Laborers	7,338.00
Two Animal Caretakers	6,780.00
Three Groundskeepers	12,343.00
One Animal Caretaker	5,300.00
One Typist B	5,248.00
One Typist Clerk	4,330.00
One Statistical Clerk	5,184.00
One Mechanician Helper	7,240.00
One Lab Assistant	5,139.00
One Lab Helper	4,338.00
One Staff Research Associate I	7,214.00
Total contract	105,121.00
Less Agreement No. 74-198	76,982.00
Net increase of this modification	$ 28,139.00

Micro Fiched

Reprogram of Title II Funds
January 6, 1975
(After Allocation of Title VI Funds)

University of Calif.	5 Months Salary & Benefits	Total Allocation
Clerk Typist	$ 2,858	$ 2,858
Clerk Typist	2,858	2,858
Clerk Typist	2,858	2,858
Clerk Typist	2,858	2,858
Farm Laborer	3,041	3,041
Farm Laborer	3,041	3,041
Senior Clerk	3,312	3,312
Engineering Aide	3,392	3,392
Auto. Equip. Operator	3,669	3,669
Senior Custodian	3,390	3,390
Senior Custodian	3,390	3,390
Laborer	3,669	3,669
Laborer	3,669	3,669
Animal Caretaker	3,390	3,390
Animal Caretaker	3,390	3,390
		$48,785

Micro Fiched

AGREEMENT NO. 75-52

COUNTY OF YOLO
AS PROGRAM AGENT OF
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT

FILED
FEB 13 1975
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

CETA II

Sub-Grantee Name	County Superintendent of Schools
Address	500 First Street
City	Woodland, CA 95695
Phone:	(916) 666-8124
Program Director	Mr. Forrest L. Honnold
Date of Modification	January 16, 1975

The Sub-Grant between the parties, Yolo County Agreement No. 74-97 is hereby modified as follows:

1. Net amount of funds affected by this modification: ~~increase~~ decrease of $ 2,486.00.

Micro Fiched

2. The grant period originally starting on September 1, 1974 and ending on August 31, 1975 is hereby modified to end on June 30, 1975.

3. The current schedule of position listings is modified by the Not Applicable of the positions set forth in Modification to Schedule of Position Listings attached hereto marked Exhibit "A".

4. This modification is effective on the Date of Modification set forth above.

County Superintendent of Schools	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
(Legal Name of Sub-Grantee)	
Jack L. Potts	Betsy A. Marchand
(Signature of Authorized Officer)	
Forrest L. Honnold Administrative Assistant	BETSY A. MARCHAND, CHAIRMAN BOARD OF SUPERVISORS
(Typed Name & Title of Authorized Officer)	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS BY Paula C. Corral DEPUTY

SX-52

(SEAL)

January 16, 1975
CETA II

COUNTY SUPERINTENDENT OF SCHOOLS

MODIFICATION TO SCHEDULE OF POSITION LISTING

One Outreach Worker	$ 6,349.00
less Agreement No. 74-197	8,835.00
Net decrease of this modification	$ 2,486.00

Micro Fiched

AGREEMENT NO. 7-53

THIS AGREEMENT made and entered into this 21th day of January, 1975, by and between JACK WITZELBERGER and SHIRLEY WITZELBERGER, hereinafter referred to as LANDLORD, and COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as TENANT,

W I T N E S S E T H:

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1. DESCRIPTION. LANDLORD hereby leases to TENANT, and TENANT hereby hires on the terms and conditions hereinafter set forth one office in the premises situated in the County of Yolo, known as 129 West Main Street, Woodland, California. Said premises and the office which is the subject of this lease is designated as Suite A at said address.

2. TERM.

A. The term of this lease shall commence February 1, 1975.

B. This lease shall terminate without further notice on the 31st day of January 1978.

3. OPTION TO RENEW. As part of the consideration for the execution of this instrument, LANDLORD hereby grants to TENANT an option to renew this lease upon the same terms and conditions for a period of two years from said date of termination. Said option may be exercised by TENANT by the giving of notice to LANDLORD by TENANT no less than thirty (30) days prior to said date of termination.

4. RENT. TENANT shall pay LANDLORD rent in the sum of THREE HUNDRED SEVENTY-FIVE and NO/100 ($375.00) DOLLARS, on the first day of each calendar month during the term of this lease, commencing February 1, 1975.

5. USE. The premises shall be used and occupied for the purpose of an office ancillary to the function of TENANT. The demised

premises further include the use by TENANT of five parking spaces in the parking area of the building in which the demised premises are situated.

6. UTILITIES. LANDLORD shall pay all charges for the following utilities: gas, water, sewer, garbage, electricity, air conditioning, and heat.

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7. REPAIRS, ALTERATIONS AND MAINTENANCE.

A. LANDLORD agrees to maintain and repair the interior and exterior water and sewer lines, plumbing, rest rooms, electrical service and circuits, roof, heating, air conditioning, hot water heating, adjacent sidewalks, and parking spaces, and interior and exterior walls. TENANT agrees to maintain the remainder of the premises in the condition as it existed upon occupancy, ordinary wear and tear excepted.

B. LANDLORD shall maintain the appearance of the exterior of said building, and the parking lot, in a clean and neat condition.

C. The heating system and air conditioning system shall be maintained at all times at a level sufficient and adequate for comfortable occupancy and use of the demised premises.

D. TENANT will not commit, or suffer to be committed, any waste upon the said premiss, or any public or private nuisance; and that the TENANT will not make, or suffer to be made, any alterations of the said premises, or any part thereof, without the written consent of the LANDLORD first had and obtained, and that any additions to, or alterations of, the said premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to the LANDLORD.

8. DAMAGE OR DESTRUCTION BY FIRE, WAR, OR ACTS OF GOD. If the premises leased herein, and/or the office building in which

said premises are located, are destroyed or damaged by fire, acts of war, or Acts of God (including earthquake), to such an extent that they are rendered untentable in whole or in substantial part, LANDLORD has the option of rebuilding or repairing the same, which option shall be exercised by the giving of written notice to TENANT within twenty (20) days after the occurrence of such damage of intention to rebuild or repair the premises or the part so damaged. If LANDLORD elects to rebuild or repair the premises and does so without unnecessary delay, TENANT shall remain bound by this lease, except that during such period, the rent of the premises leased herein shall be abated in the same proportion that the portion of the premises rendered unfit for occupancy by TENANT shall bear to the whole of the leased premises. If LANDLORD fails to so give notice of intent to repair, TENANT shall have the right to declare this lease terminated and null and void.

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9. DEFAULT. If either party to this instrument fails and neglects to perform any covenant to be performed by him, the other party hereto may terminate this lease by giving thirty (30) days' written notice of such termination for such default.

10. TAXES. TENANT agrees to pay to LANDLORD, in addition to the above mentioned sum, a pro rata share of any increment to taxes assessed against the premises accruing as a result of reappraisal or annexation into the City of Woodland, or any other special service district, during the term of this lease. Such increase to be calculated on the basis of the proportion that the area covered by this lease bears to the total area within the whole parcel owned by LANDLORD, of which subject area is a part.

11. EXCULPATORY CLAUSE. TENANT agrees to indemnify and save LANDLORD harmless from and against any and all claims arising

from any act, omission, or negligence of TENANT, or its contractors, licensees, agents, servants, or employees.

12. INSURANCE. During the term of this Lease, TENANT shall, at its own expense, maintain in full force, a policy or policies of public liability insurance insuring LANDLORD and TENANT against liability for injury for persons and property, and for death of persons arising from any accident, injury or damage occurring in, on, or about the premises, or any portion of them arising from any act, omission, or negligence of TENANT or its contractors, licensees, agents, servants, or employees. The liability under such insurance shall be not less than $100,000 for any one person injured, or killed, not less than $300,000 for any one accident, and not less than $50,000 for property damage.

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13. ASSIGNMENT AND SUBLETTING. TENANT shall not assign this Lease, or any interest therein, and shall not lease or underlet the said premises, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of the LANDLORD first had and obtained, and that a consent to one assignment or subletting shall not be construed as a consent to any subsequent assignment or subletting. It is hereby mutually covenanted and agreed that, unless such written consent thereto has been so had and obtained, any assignment or transfer, or attempted assignment or transfer, of this Lease or of any interest therein, or underletting, either by voluntary or involuntary act of the TENANT or by operation of law or otherwise, shall, at the option of the LANDLORD, terminate this Lease; and any such purported assignment (by death excepted), transfer, or underletting, without such consent, shall be null and void.

14. NOTICES. All notices to be given to TENANT by LANDLORD shall be given in writing filed with the County Clerk, County of

Yolo, Courthouse, Woodland, California, or by depositing the same in the United States Mail, postage prepaid, and addressed to the County Clerk, County of Yolo, P. O. Box 1098, Woodland, California 95695. Notices to LANDLORD shall be given in writing personally or by depositing the same in the United States Mail, postage prepaid, and addressed to LANDLORD at 413 Casa Linda Drive, Woodland, California 95695.

15. CONDITIONAL LIMITATIONS. Each term and each provision of this Lease performable by TENANT shall be construed to be both a covenant and a condition.

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16. WAIVER. One or more waivers by LANDLORD of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. LANDLORD's consent to or approval of any act by TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent to or approval of any subsequent similar act by TENANT.

17. CONSTRUCTION. The marginal headings or title to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

18. BINDING ON SUCCESSORS. The terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of LANDLORD and TENANT.

19. TERMINATION UPON BREACH OF COVENANT.

A. LANDLORD may at his option terminate this Lease on TENANT's breach of any term, condition, or covenant hereof, on giving thirty (30) days' written notice of such termination to TENANT.

B. TENANT may at his option terminate this Lease on LANDLORD's breach of any term, condition, or covenant hereof, on

giving thirty (30) days' written notice of such termination to LANDLORD.

C. TENANT may at his option terminate this lease on giving sixty (60) days' written notice of such termination to LANDLORD in the event the State of California terminates the Child Health Disability Program or gives notice thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

LANDLORD -

Micro Fiched

JACK WITZELBERGER

SHIRLEY WITZELBERGER

TENANT -

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

Book

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL
STATE OF CALIFORNIA
STD 2 (REV. 10/72)

PUTAH CREEK FISHING ACCESS EXPANSION

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐

THIS AGREEMENT, made and entered into this 11th day of April, 1975, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

YOLO COUNTY AGREEMENT NO. 75-54

FILED
JUN 10 1975
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley, Deputy

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Executive Officer	Wildlife Conservation Board	

hereinafter called the State, and

County of Yolo

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

WHEREAS, the parties hereto desire to construct improvements to the Putah Creek Fishing Access in Yolo County, on a cooperative basis; and

WHEREAS, at its meeting on February 26, 1974, the Wildlife Conservation Board allocated funds for this purpose;

Now, Therefore, pursuant to Section 1350 of the Fish and Game Code, it is mutually agreed as follows:

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A. The Contractor agrees to furnish all labor, materials, tools, transportation, permits, equipment, taxes, and services necessary to construct said improvements in accordance with the plans marked "Exhibit A" attached hereto and made a part hereof by reference.

B. It is the intent of the parties hereto to construct the facilities described and shown on Exhibit A hereof, and the State will, on or this agreement, pay up to Fifty-five Thousand, six hundred forty-five dollars ($55,645) for the actual costs incurred and work satisfactorily completed in the construction and development of said facilities

cont'd

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Wildlife Conservation Board	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): County of Yolo
BY (AUTHORIZED SIGNATURE): ►	BY (AUTHORIZED SIGNATURE): ► Dolly (Mrs.) Hardwick
TITLE: Executive Officer	TITLE: CHAIRMAN, BOARD OF SUPERVISORS
(CONTINUED ON 1 SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS: COUNTY OF YOLO, STATE OF CALIFORNIA

APPROVED AS TO FORM
CHARLES R. RICK
COUNTY COUNSEL
By DEPUTY COUNTY COUNSEL

Do Not Write in This Space

Department of Finance

APPROVED

APR 9 1975

BY ORIGINAL SIGNED BY HAL J. BEAL
Chief Counsel

AMOUNT OF THIS ESTIMATE	APPROPRIATION		FUND
$	Sec. 1352 Fish & Game Code		Wildlife Restoration
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES / FISCAL YEAR
$			1974/75
ADJ. INCREASING ENCUMBRANCE	FUNCTION		
$	03.20-2		
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT		
$	Putah Creek, Development		

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: ► Billie Upchurch — DATE: 4/4/75

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.13 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY: ► Charles Elliott — DATE: 4/4/75

as hereinbefore specified.

Said incurred costs may include the cost of engineering and construction supervision, including wages of temporarily assigned personnel for such work, not in excess of Two thousand, three hundred Dollars ($2,300).

Said payment by the State will be made in accordance with the following provisions:

(1) Upon Contractor's certifying statement that obligations will be incurred, based upon bids received through public bid procedures, requiring payment to be made by the Contractor during the term hereof, State will advance contributions equal to the amounts so certified.

(2) Upon Contractor's certifying statement that obligations, other than contracts awarded through public bid procedures, will be incurred, based upon an itemization of estimated direct expenditures, including but not limited to all salaries, wages, materials, sales tax and equipment rental. State will advance contributions equal to the amounts so certified.

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(3) Contractor agrees to deposit such advance contributions from the State pursuant to this agreement in a separate account of the Treasury of the Contractor, such account to be identified as the "Putah Creek Fishing Access", and further agrees that said contributions shall be expended only for actual and direct costs of construction of facilities as set forth in paragraph A hereof.

(4) Within ninety days after the termination date hereof, the Contractor shall furnish the State a statement of expenses and shall refund any advance contribution or part thereof not expended under this agreement. Supporting detail shall be furnished with such statement, consisting of contracts, subcontracts, warrants, or receipts substantiating Contractor's payment thereof.

C. The records of the Contractor shall be subject to audit and approval by the State. Contractor shall maintain adequate records for such audit in form approved by the State and expenditures not approved by the State shall be borne by the Contractor.

D. The Contractor shall not assign this agreement in whole or in part without written consent of the State first had and obtained, but nothing herein shall be construed as precluding the Contractor from subcontracting any or all of the work herein described.

E. Nothing herein contained shall be construed to exempt any work to be performed by the Contractor from the provisions of Part 7 (commencing with Section 1720) Division 2 of the Labor Code.

F. The Contractor agrees to commence work after written notice from the State to proceed and to complete all of said work as herein specified to be done by the Contractor within 180 days thereafter.

G. Fair Employment Practices, Part B only, apply to this agreement.

H. Air Pollution Addendum applies to this agreement.

PART "A"

FAIR EMPLOYMENT PRACTICES

In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices, Standard Form 609, to be provided by the awarding authority setting forth the provisions of this Fair Employment Practices section.

(2) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Notice to Labor Unions (Standard Form 606) to be provided by the awarding authority, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(3) The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

(4) A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, re-establish or renew a prequalification rating for the Contractor.

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The awarding authority shall deem a finding of willfull violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

(5) The Contractor agrees, that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, then pursuant to Labor Code sections 1735 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit for each calendar day, or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor from the State of California.

(6) (a) Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the awarding authority of the State of California from pursuing any other remedies that may be available at law.

(b) Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to require or permit the hiring of any employee not permitted by the National Labor Relations Act.

(7) Prior to award of the contract, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:

(a) The Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

(b) The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.

(c) Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement which will:

1. Spell out responsibilities for non-discrimination program in hiring, referral, upgrading and training.

2. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.

(d) The Contractor shall notify the contracting agency of opposition to the anti-discrimination clause by individuals, firms, or organizations during the period of its prequalification.

(8) The Contractor will include the provisions of the foregoing paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each such subcontractor.

(Revised 7/72)

PART "B"

ADDENDUM TO GENERAL CONDITIONS

APPLICABLE ONLY TO CONTRACTS INVOLVING REIMBURSEMENT
IN WHOLE OR IN PART BY THE UNITED STATES OF AMERICA

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
(Executive Order No. 11246)

Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202, of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and relevent orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including the sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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CIVIL RIGHTS ACT OF 1964
(P.L. 88-352, 78 Stat. 241)

TITLE VI - NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

Sec. 601. (In General)
No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Sec. 602. (Effecting Compliance)
Each Federal department and agency which is empowered to extend Federal financial assistance to any program or activity, by way of grant, loan, or contract other than a contract of insurance or guaranty, is authorized and directed to effectuate the provisions of section 601 with respect to such program or activity by issuing rules, regulations, or orders of general applicability which shall be consistent with achievement of the objectives the statute authorizing the financial assistance in connection with which the action is taken. No such rule, regulation or order shall become effective unless and until approved by the President. Compliance with any requirement adopted pursuant to this section may be effected (1) by the termination of or refusal to grant or to continue assistance under such program or activity to any recipient as to whom there has been an express finding on the record, after opportunity for hearing, of a failure to comply with such requirement but such termination or refusal shall be limited to the particular political entity, or part thereof, or other recipient as to whom such a finding has been made and, shall be limited in its effect to the particular program or part thereof, in which such noncompliance has been so found (2) by any other means authorized by law: provided, however, that no such action shall be taken until the department or agency concerned has advised the appropriate person or persons of the failure to comply with the requirement and has determined that compliance cannot be secured by voluntary means. In the case of any action terminating, or refusing to grant or continue, assistance because of failure to comply with a requirement imposed pursuant to this section, the head of the Federal department or agency shall file with the committees of the House and Senate having legislative jurisdiction over the program or activity involved a full written report of the circumstances and the grounds for such action. No such action shall become effective until thirty days have elapsed after the filing of such report.

Sec. 603. (Judicial Review)
Any department or agency action taken pursuant to Section 602 shall be subject to such judicial review as may otherwise be provided by law for similar action taken by such department or agency on other grounds. In the case of action, not otherwise subject to judicial review, terminating or refusing to grant or to continue financial assistance upon a finding of failure to comply with any requirement imposed pursuant to Section 602, any person aggrieved (including any State or political subdivision thereof and any agency of either) may obtain judicial review of such action in accordance with Section 10 of the Administrative Procedure Act, and such action shall not be deemed committed to unreviewable agency discretion within the meaning of that section.

Sec. 604. (Restriction on Action)
Nothing contained in this title shall be construed to authorize action under this title by any department or agency with respect to any employment practice of any employer, employment agency, or labor organization except where a primary objective of the Federal financial assistance is to provide employment.

Sec. 605. (Existing Authority not Impaired)
Nothing in this title shall add to or detract from any existing authority with respect to any program or activity under which Federal financial assistance is extended by way of a contract of insurance or guaranty.

AIR POLLUTION ADDENDUM

In the performance of this contract, the Contractor shall comply with the provisions of Sections 14381 and 11017 of the Government Code as they apply to his work:

The Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to this contract, including any air pollution control rules, regulations, and ordinances.

Notwithstanding any other provision of law, Contractor in performing this contract shall comply with all local air pollution control rules, regulations, and ordinances, which are more stringent than any applicable state air pollution control statute, rule, or regulation.

Micro Fiched

LOWRY & ASSOCIATES
SOIL ENGINEERS

YOLO COUNTY AGREEMENT NO. 75-55

January 21, 1975

FILED
FEB 13 1975
LAURENCE P. HENIGAN, Clerk
By Sheila C. Corral
Deputy

County of Yolo
Department of Public Works
292 West Beamer Street
Woodland, California 95695

Attention: Mr. Robert L. Doud

Subject: Yolo County Juvenile Hall
West Beamer Street
Woodland, California

XEROX COPY

Gentlemen:

As discussed with your Mr. Doud, we are submitting this proposal for the performance of a Foundation Engineering Investigation of the subject site. This proposal is presented following review of our previous Foundation Investigations for the adjacent Yolo County Office Buildings and the Greengate School. It was noted from those investigations that variable soil conditions exist in the area, with potentially compressible soils present at depth beneath the office building site.

The scope of our proposed work would include the drilling of four borings to estimated depths of 20 to 25 feet below grade, as well as the recovery of typical surface samples from the proposed building area. Relatively undisturbed soil samples would be obtained from the borings and laboratory testing would be accomplished upon selected samples to define their engineering properties. Following analysis, a formal report would be prepared containing boring logs, test results and conclusions and recommendations regarding required site preparation (including earthwork specifications if applicable), foundation design and floor support.

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It is anticipated that this work can be accomplished for a fee of approximately $1500 with final billing being determined in accordance with the attached standard schedule of fees for the work required.

The above fee does not include consideration of testing and inspection costs during construction since it is impossible at this time to determine our required scope of work.

Initials

TERMS

1. Limitation of Liability

The Client recognizes the inherent risks connected with construction. In performing professional services, LOWRY & ASSOCIATES and/or LOWRY TESTING LABORATORIES, hereinafter referred to as LOWRY, will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against LOWRY on account of any design defect, error, omission, or professional negligence to a sum not to exceed $50,000, or the amount of his fee, whichever is greater. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report, or study prepared by LOWRY of such limitation of liability for design defects, errors, omissions, or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against LOWRY. In the event the Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and LOWRY to such contractor or subcontractor arising out of an alleged design defect, error, omission, or professional negligence shall be allocated between the Client and LOWRY in such a manner that the aggregate liability for LOWRY for such design defect to all parties, including the Client, shall not exceed $50,000, or the amount of LOWRY's fee, whichever is greater.

Micro Fiched

2. Claims by Client

In the event the Client makes a claim or brings an action against LOWRY for any act arising out of the performance of his professional services, and the Client fails to prove such claim or action, then the Client shall pay all legal and other related costs and expenses incurred by LOWRY in defense of such claim or action.

3. Warranty of Authority to Sign

The person signing this contract warrants he has authority to sign as, or on behalf of, the Client for who or for whose benefit LOWRY's services are rendered. If such person does not have such authority, he agrees that he is personally liable for all breaches of this contract, and that in any action against him for breach of such warranty a reasonable attorney's fee shall be included in any judgment rendered.

4. Samples

All samples will be disposed of, or destroyed upon completion of testing unless you advise us otherwise. Upon request, we will deliver samples to you, charges collect, or we will store them for you for an agreed storage charge.

5. Payment

Invoices for our services will be submitted at our option, but not more than once a month. Invoices will be mailed to the Client and will be due immediately, but will not be delinquent if paid on or before the 45th day from the date of the billing. If payment is not so made, a FINANCE CHARGE will be due on the amount of the invoices at the rate of one and one half percent (1½%) per month from the date of the invoice until the same is paid. If account becomes delinquent, all costs and expenses incurred by LOWRY to effect collection thereof shall be paid by the Client.

6. Liability

We are protected by Workmen's Compensation Insurance and by Public Liability Insurance for bodily injury and property damage and will furnish certificates thereof upon request. We assume the risk of damage caused by ourselves to our supplies and equipment. If your contract or purchase order places greater responsibilities upon us or requires further insurance coverage than we presently have, we, if specifically directed by you, will take out additional insurance (if procurable) to protect us, at your expense; but we shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of our insurance.

LOWRY & associates - Sacramento

SCHEDULE OF FEES FOR
SOIL & FOUNDATION ENGINEERING

June 1, 1974

1. Field Exploration	
a. Test borings with undisturbed sampling, test probings or other exploration using drill rig and crew	$ 50.00 per hour
b. Rental equipment and labor	Cost plus 15%
2. Laboratory Testing	
a. Moisture Content	4.50 each
b. Dry Unit Weight	5.50 each
c. Unconfined Compression	15.00 each
d. Confined Compression	35.00 each
e. Triaxial Compression	
Undisturbed Specimens	35.00 per point
Remolded	40.00 per point
f. Consolidation	100.00 each
g. Atterberg Limits	30.00 each
h. Grading Analysis	
Fine, including wash	20.00 each
Coarse	10.00 each
Hydrometer Analysis	50.00 each
i. Compaction Characteristics: Laboratory maximum density - optimum moisture	
AASHO T99 - ASTM D698	
Methods A & C	55.00 each
Methods B & D	70.00 each
AASHO T180 - ASTM D1557	
Methods A & C	65.00 each
Methods B & D	80.00 each
California 216	75.00 each
j. CBR Series on three prepared samples, including laboratory compaction curve, Corps of Engineers Method	
Cohesionless Soils	175.00 each
Cohesive Soils	Quotation on Request
k. Resistance "R" Value with expansion pressure, three prepared samples, California 301	
Untreated Samples	70.00 each
Cement or Lime Stabilized Samples	90.00 each
3. Engineering & Report	
a. Technician	14.00 per hour
b. Senior Technician	17.00 per hour
c. Engineer/Geologist	25.00 per hour
d. Senior Engineer/Senior Geologist	30.00 per hour
e. Principal/Consultant	50.00 per hour

Micro Fiched

If this proposal is acceptable, would you please sign in the space below and return a copy of this letter as our written authorization. The contents of this letter and the terms contained on the reverse side of the first page would constitute the agreement for our services.

Very truly yours,

LOWRY & associates

Thomas S. Wallace

TSW:jlb

Attachment

Micro Fiched

AUTHORIZATION:

Betsy A. Marchand — February 3, 1975

Signature — Date

BETSY A. MARCHAND — YOLO COUNTY

Printed or Typed Name — Representing

Please initial first page.

CHARLES R. MACK
COUNTY COUNSEL
By:
CHIEF DEPUTY COUNTY COUNSEL

BK

FILED

Agreement No. [illegible]

Woodland, California

May 30, 1974

James E. Corcoran
Grantor

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Document No. 74-13 in the form of a Grant Deed, covering the following described property:

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A parcel of land being a portion of Lot 14 of the Hunton Tract, according to the official plat thereof, filed in the Office of the Recorder of the County of Yolo, California, on August 8, 1913, in Book 2 of Maps at Page 83, said parcel of land being more fully described as follows:

COMMENCING at the Southeast corner of said Lot 14; thence North 01°38'00" East 30.00 feet along the East line of Lot 14 to the Northerly right of way line of County Road Number 31, THE TRUE POINT OF BEGINNING; THENCE continuing along the East line of Lot 14, North 01°38'00" East 39.56 feet to a point in a non-tangent curve, a radial line through said point bears North 00°15'52" East; thence along said curve, concave to the South, with a radius of 1730.91 feet, through a central angle of 09°56'36", an arc length of 300.39 feet, with a chord bearing South 85°17'34" West 300.01 feet to said Northerly right of way line of County Road Number 31, a non-tangent line, a radial line through said point bears North 09°40'44" West; thence South 87°08'00" East 298.25 feet along the Northerly right of way line of County Road Number 31 to the true point of beginning containing 0.165 acres.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor $640.00 as total compensation for the following items and is so allocated:

1. Ninety dollars ($90.00) for the property as conveyed by Grant Deed No. 74-13 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

2. Five-hundred Fifty Dollars ($550.00) for the improvements within the herein described property.

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This transaction will be handled through an escrow number 68263 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

C. During construction of this project (known as County Road 31, Work Order No. 4212) and prior to completion, the County will:

1. Construct a 16 foot wide driveway apron left of Engineers Station 99+72.

III. It is mutually understood and agreed that upon completion of the above mentioned driveway, it shall be considered as an encroachment under permit upon the County Road and is to be maintained, repaired, and operated as such by Grantor in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

IV. Grantor hereby agrees to permit County or its Contractor to enter upon the lands of the Grantor as may be necessary to accomplish the work as described in C above.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: May 3 1974

James E. Corcoran
(Grantor)

Recommended for Approval

COUNTY OF YOLO

By Lloyd H Roberts

Riley A. Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

CHARLES R. MACK
COUNTY COUNSEL
By
DEPUTY COUNTY COUNSEL

Micro Fiched

75-57

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY

FILED
FEB 10 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

MODIFICATION OF SUB-GRANT

CETA II

Sub-Grantee Name	Woodland Joint Unified School District
Address	175 Walnut Street
City	Woodland, CA 95695
Phone:	(916) 662-0201
Program Director	Dr. David Zeff
Date of Modification	January 10, 1975

The Sub-Grant between the parties, Yolo County Agreement No. 75-41 is hereby modified as follows:

1. Net amount of funds affected by this modification:
   increase / decrease of $ 27,195.00.

Micro Fiched

2. The grant period originally starting on January 1, 1975 and ends on June 30, 1975 is hereby modified to end on _____.

3. The current schedule of position listings is modified by the addition of the positions set forth in Modification to Schedule of Position Listings attached hereto marked Exhibit "A".

4. This modification is effective on the Date of Modification set forth above.

Woodland Joint Unified School Distirct	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
(Legal Name of Sub-Grantee)	
James L. Loughridge	Betsy A. Marchand
(Signature of Authorized Officer)	
Assistant Superintendent	BETSY A. MARCHAND, CHAIRMAN BOARD OF SUPERVISORS
(Typed Name & Title of Authorized Officer)	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS
	BY Barbara A. Rodgers DEPUTY

SY-52

(SEAL)

January 16, 1975
CETA II

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

MODIFICATION TO SCHEDULE OF POSITIONS LISTING

One Library Clerk	$ 3,465.00
One Library Clerk	3,465.00
One Stock Clerk	3,475.00
One Bus Driver	3,555.00
One Bus Driver	3,555.00
One Account Clerk	3,305.00
One Instructional Aide	3,150.00
One Custodian I	3,385.00
One Typist Clerk I	3,385.00
One Maintenance	3,385.00
total contract	34,125.00
less Agreement No. 75-28	6,930.00
Net increase of this modification	$ 27,195.00

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Reprogram of Title II Funds
January 6, 1975
(After Allocation of Title VI Funds)

Woodland Schools	5 Months Salary & Benefits	Total Allocation
Stock Clerk	$3,475	$3,475
Bus Driver	3,555	3,555
Bus Driver	3,555	3,555
Account Clerk	3,305	3,305
Instructional Aide	3,150	3,150
Custodian I	3,385	3,385
Typist Clerk I	3,385	3,385
Maintenance Man	3,385	3,385
		27,195

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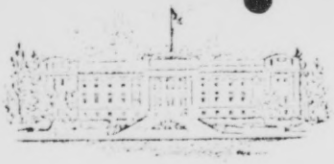
(3)



COUNTY OF YOLO

Woodland, California

95695

ERWIN W. MEIER
COUNTY EXECUTIVE

January 17, 1975

RECEIVED
FEB - 4 1975
LAURENCE P. HENIGAN, Clerk
By.....Deputy

Mr. David Zeff
WOODLAND JOINT UNIFIED SCHOOL DISTRICT
175 Walnut Street
Woodland, California 95695

Dear Mr. Zeff:

The attached modification has been prepared to comply with the Department of Labor directive that funds allocated to the County of Yolo under Title II of the Comprehensive Employment and Training Act (CETA) must be expended by June 30, 1975.

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Implementing this directive required a complete review of all CETA agreements by the Auditor-Controller to determine the extent of expenditures under current contracts and a projection of expenditures under those agreements to the revised termination date of June 30, 1975.

In numerous cases, the review disclosed the delay incident to hiring of authorized positions and the reprogramming of funds originally allocated for expenditure in the next fiscal year left an excess of funds in the basic agreements. Therefore, this attached modification reflects a reduction of the funds allocated to your agency under the original agreement(s) and the addition of funds estimated to be sufficient to support the payment through June 30, 1975 of the positions authorized in the original agreements as well as those added by this modification. The positions added by this modification are budgeted for the period February 1, 1975 through June 30, 1975. Therefore, employment should begin on February 1, 1975.

In view of the restricted time frame in which the allocated funds must be expended, it is recommended that no position modifications to the current authorizations be proposed as the delay incident to processing position changes will result in fund excesses, which could not be utilized by June 30, 1975.

Request two copies of the modifications be signed and returned to this office, as soon as possible.

Very truly yours,

Erwin W. Meier

ERWIN W. MEIER
County Executive

encl.

Micro Fiched

RECEIVED
MAR 28 1975
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
EMERGENCY EMPLOYMENT ACT
MODIFICATION OF SUB-GRANT

AGREEMENT NO. 75-58

- CETA II -

FILED
MAR 28 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

Sub-Grantee Name CITY OF DAVIS	
Address 226 "F" Street	
City Davis, California 95616	Phone: (916) 856-3740
Program Director Robert A. Traverso	Date of Modification

The Sub-Grant between the parties, Yolo County Agreement(s) No. 75-36 is/are hereby modified as follows:

1. Net amount of funds affected by this modification:

   Increase of $ 350.00.

2. This amount is assigned to the following accounts:

   a. Training $ 200.00

   b. Uniform allowance 150.00

   Total $ 350.00

3. This modification is effective on the date of Modification as set forth above.

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	County of Yolo as Program Agent of the Emergency Employment Act
(Legal Name of Sub-Grantee)	
Howard S. Rice	Betsy A. Marchand
(Signature of Authorized Officer)	
	BETSY A. MARCHAND, CHAIRMAN BOARD OF SUPERVISORS
(Typed Name & Title of Authorized Officer)	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS
	BY Barbara Rodgers DEPUTY

SY-52

(SEAL)

February 5, 1975
- CETA II -

CITY OF DAVIS

MODIFICATION TO SCHEDULE OF POSITIONS LISTING

One Account Clerk	$ 4,200.00
One Planning Technician	4,715.00
One Administrative Assistant I	4,795.00
One Typist Clerk I	3,160.00
One Typist Clerk I	3,160.00
One Maintenance Worker I	4,235.00
One Maintenance Worker I	4,235.00
One Parking Enforcement	3,690.00
One Custodian	3,820.00
One Firefighter Trainee	4,380.00
One Firefighter Trainee	4,380.00
One Custodian	5,580.00
One Bicycle Aide	4,047.00
One Clerk Typist	4,142.00
One Stock Clerk	4,142.00
Total Contract	$ 62,681.00
Plus increase of this modification	350.00
Total contract amount with this modification	$ 63,031.00

Micro Fiched

FILED

MAR 17 1975

LAURENCE P. HENIGAN, Clerk

By PAULA M. CORRAL Deputy

AGREEMENT NO. 75-59

THIS AGREEMENT made and entered into this 10th day of February, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as LANDLORD and FRANK IOTT, hereinafter referred to as TENANT,

W I T N E S S E T H:

RECITALS

1. LEASE. LANDLORD hereby leases to TENANT and TENANT hereby hires from LANDLORD, on the terms and conditions hereinafter set forth, the real property described in Exhibit "A" attached hereto and incorporated herein by reference thereto.

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2. TERM. The term of this lease shall be four (4) years and three (3) months commencing on the 1st day of August, 1974, and terminating on th 31st day of October 1978. At the end of said term, TENANT shall retain rights of possession of lands in growing crops until said crops are harvested.

3. USE. All of the real property described in this lease is to be used for the sole purpose of growing crops of alfalfa.

4. RENT. TENANT shall pay to LANDLORD a minimum annual rent in a sum which constitutes 20% of the gross receipts from said crop during the first year, 22% of the gross receipts from said crop for the second year, and 25% of the gross receipts of said crop for the third year and each succeeding year of the contract.

Said payments shall be made by TENANT within sixty (60) days following delivery of the hay to the San Joaquin Hay Buyers Association, or other buyer or broker.

5. TAXES. LANDLORD shall bear the cost or charge of possessory interest taxes levied upon said real property. Upon receipt

of each tax bill or statement for such possessory interest taxes, TENANT shall pay said tax promptly and without default, and shall thereupon obtain reimbursement from LANDLORD upon presentation to it of said paid tax bill.

6. DISCLAIMERS OF WARRANTY. LANDLORD expressly disclaims any warranty of soil suitability for growing any crop.

7. WATER. LANDLORD expressly disclaims any warranty whatsoever of availability, quantity, or quality of water in o upon or available to the real property which is the subject of this lease.

Micro Fiche

8. ENTRY BY OWNER. TENANT shall permit LANDLORD, and LANDLORD's agents and assigns, at all reasonable times, to enter the leased premises and to use the roads established on the premises now or in the future, for the purposes of inspection, compliance with the terms of this lease, exercise of all rights under this lease, posting notices, to survey the land, and all other lawful purposes.

9. RECORDS. TENANT shall make and keep pertinent records of all operations and conduct under this lease and shall make them available to LANDLORD and LANDLORD's agents and assigns at all reasonable times for inspection.

10. WARRANTY OF USE. TENANT agrees to farm said land in the crop of alfalfa only, using good husbandry practices, and to make diligent effort to prevent the spread of all noxious weeds and rodents and other verterbrate pests on the leased premises during the term of this lease. TENANT agrees to make diligent effort to prevent infestations of insects or organisms that may produce disease in plants or animals and that may come onto or develop on the premises during the term of this lease and that might damage crops grown on the premises after the term. On default of TENANT to do so, LANDLORD reserves the right, after having given ten (10) days

notice to take necessary remedial measures at TENANT's expense for which TENANT agrees to reimburse LANDLORD on demand.

11. WASTE. TENANT shall not commit or permit others to commit on the premises waste or nuisance or any other act that could disturb the quiet enjoyment of LANDLORD or any other tenant of LANDLORD on reserved or adjacent property.

12. EXCULPATORY CLAUSE. TENANT covenants to defend, and hold LANDLORD free and harmless from any and all claims, causes of action, or liability for damages arising from any act or cause causing injury to persons or property of any kind owned by anyone, including TENANT, while in, upon, or in any way connected with the leased premises during the term or any extension of this lease or any occupancy under this lease.

13. SUBLEASE OR ASSIGNMENTS. TENANT shall not assign or sublease any part or portion of the leased premises without the prior written consent of LANDLORD.

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14. RE-ENTRY BY LANDLORD. LANDLORD shall have the power and privilege to re-enter and terminate this lease at any time during the term of this lease, upon thirty (30) days' notice to TENANT, and as to any part or portion of the premises leased, as it may require for use and expansion of use of the Yolo County airport. Upon such re-entry and termination of this lease, TENANT shall be compensated only for loss of or damage to existing crops located upon the premises so re-taken. In the event the parties hereto disagree or dispute the value of said crop or the amount of such damages, then and in that event they shall apply to the Director of the Agricultural Extension Service for opinion; that said opinion of said person shall be binding upon the parties herein.

15. ADVANCES BY LANDLORD. In the event of TENANT's breach of any covenant of this lease, LANDLORD may, at any time, without

notice, cure such breach for the account, and at the expense of TENANT. If TENANT at any time, by reason of such breach, is compelled to pay or elects to pay, any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, the sum or sums so paid by LANDLORD with all interest, costs and damages shall be deemed to be additional rent under this lease and shall be due from TENANT to LANDLORD on the first day of the month following the incurring of such expenses.

16. CONDITIONAL LIMITATIONS. Each term and each provision of this lease performable by TENANT shall be construed to be both a covenant and a condition.

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17. INSURANCE. During the term of this lease, TENANT shall, at its own expense, maintain in full force, a policy or policies of public liability insurance insuring LANDLORD and TENANT against liability for injury for persons and property, and for death of persons arising from any accident, injury or damage occurring in, on, or about the premises, or any portion of them arising from any act, omission, or negligence of TENANT or its contractors, licensees, agents, servants, or employees. The liability under such insurance shall be not less than $100,000 for any one person injured, or killed, not less than $300,000 for any one accident, and not less than $50,000 for property damage.

18. ABANDONMENT. In the event TENANT abandons the premises or ceases to diligently farm same, LANDLORD may re-enter and terminate this lease as to any portion thereof, or the whole thereof, upon giving TENANT thirty (30) days' written notice.

19. NOTICES. All notices to be given to LANDLORD by TENANT shall be given in writing filed with Laurence Henigan, County Clerk, Courthouse, Room 104, Woodland, California, or by depositing the same in the United States mail, postage prepaid, and

addressed to Laurence Henigan, County Clerk, P.O. Box 1098, Woodland, California 95695. Notices to TENANT shall be given in writing personally or by depositing the same in the United States mail, postage prepaid, and addressed to TENANT at the following address: Road 97, Route 3, Box 867-E, Woodland, California 95695.

20. WAIVER. One or more waivers by LANDLORD of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. LANDLORD's consent to or approval of any act by TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent to or approval of any subsequent similar act by TENANT.

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21. CONSTRUCTION. The marginal headings or title to the paragraphs of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part of this lease.

22. BINDING ON SUCCESSORS. The terms and provisions of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of LANDLORD and TENANT.

23. TERMINATION UPON BREACH OF COVENANT.

A. LANDLORD at his option may terminate this lease on TENANT's breach of any term, condition, or covenant hereof, on giving thirty (30) days' written notice of such termination to TENANT.

B. Tenant may at his option terminate this lease on LANDLORD's breach of any term, condition, or covenant hereof, on giving thirty (30) days' written notice of such termination to LANDLORD.

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IN WITNESS WHEREOF, the parties hereto have executed this lease on the day and year hereinabove set forth.

LANDLORD -

COUNTY OF YOLO, a political subdivision of the State of California

BY Peter A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

3-17-75

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TENANT -

Frank Iott
FRANK IOTT

EXHIBIT "A"

A parcel of Land being a portion of the North West one quarter of Section 34 Township 9 North Range 1 East, M.D.B.&M. and further being a portion of that certain parcel described in that certain Lease Agreement, Number 68-43 filed May 20, 1968 in the Office of the Clerk of Yolo County, State of California and being more fully described as follows:

Beginning at the Northeast corner of the Northwest one quarter of said Section 34; thence along the North line of said Northwest one quarter, South 89°47'25" West 1550.00 feet; thence leaving said North line, South 00°06'06" West 770.00 feet more or less to the Northerly line of the Clear Lake Water Company Irrigation Canal; thence Easterly along the meanders of said Northerly Line, to the East line of said Northwest one-quarter of said Section 34; thence North 00°06'06" East along said East Line 1080.0 feet more or less to the Point of Beginning and containing 25 Acres of Land ±.

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Excepting therefrom the Westerly 60 feet of the herein above described parcel, containing 1 Acre of Land ±.

BK.

FILED
FEB 10 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

AGREEMENT NO. 75- 60

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 10th day of February, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and HOMER MATTHEWS, M.D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

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RECITALS:

1. COUNTY is obligated to furnish necessary medical care and treatment to persons in the custody of the Sheriff and/or inmates of the County Jail.
2. PHYSICIAN is a duly qualified and licensed physician and surgeon, and by this agreement COUNTY retains his services as an independent contractor.

AGREEMENTS:

1. PHYSICIAN agrees to perform the following medical services:
   A. Provide medical care as requested by the Director of Health to inmates of the County Jail, or persons in the custody of the Sheriff, and for other Health Department clinic functions. Said services shall be rendered between the hours of 9:00 A.M. and 5:00 P.M. Health Department Clinic functions performed by PHYSICIAN shall not exceed five (5) hours per week.
   B. To serve as preceptor for the Family Nurse Practitioner based at the County Jail. PHYSICIAN shall provide a minimum of four (4) hours per week of medical supervision for said Family Nurse Practitioner. Said Medical Supervision by PHYSICIAN shall include an inspection of the written records maintained by said Family Nurse

Practitioner at the County Jail on each patient no less than two (2) times each week. PHYSICIAN shall be responsible for the quality of care given to persons in the custody of the Sheriff and/or inmates of the County Jail, whether by himself, his designated replacement or the Family Nurse Practitioner. PHYSICIAN shall be available to said Family Nurse Practitioner by electronic communication or in person between the hours of 9:00 A.M. and 5:00 P.M.

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C. PHYSICIAN shall work a minimum of five (5) hours per week and no more than fifteen (15) hours per week performing the services described in Paragraphs A and B above.

D. PHYSICIAN or his designated replacement, who shall be a duly qualified and licensed physician, is to be on call twenty-four (24) hours per day for the rendition of medical emergency services to inmates of the County Jail or persons in the custody of the Sheriff. PHYSICIAN's designated replacement shall be approved in advance by Health Officer of COUNTY in writing.

E. To give one week's notice of any planned absence and to make reasonable efforts to provide for the Health Officer a substitute for such absence.

F. PHYSICIAN shall maintain a policy of professional liability insurance with policy limits of $1,000,000 for each occurrence with the County named as a party insured.

2. COUNTY shall pay PHYSICIAN for services rendered hereunder the sum of Twenty Dollars ($20) per hour as compensation for actual services rendered. Said payment shall be made by COUNTY to PHYSICIAN upon his submission of a monthly claim to COUNTY detailing actual hours worked each day performing Health Department Clinic functions, providing medical supervision

for the Family Nurse Practitioner based at the County Jail, providing direct medical care to the inmates of the County Jail or persons in custody of the Sheriff, and providing emergency medical services to inmates of the County Jail or persons in the custody of the Sheriff between the hours of 5:00 P.M. and 9:00 A.M. Said claim shall be countersigned and approved by Health Officer of the COUNTY and the County Sheriff for that portion of the claim pertaining to the medical care and treatment of persons in the custody of the Sheriff and/or inmates of the County Jail. Time spent by PHYSICIAN while "on call" shall not be compensated for.

3. The term of this agreement shall commence on January 1, 1975, and shall terminate on June 30, 1975.

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4. Any notice to be given PHYSICIAN may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to him at his last known mailing address, or at Yolo County Health Department, 10 Cottonwood Street, Woodland, California 95695.

5. In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

6. It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating

reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement as an independent contractor by the County of Yolo to provide medical care at the County Jail, Child Health Conferences, Health Department Clinics. As a contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at above facilities.

7. Services have heretofore been rendered to COUNTY in contemplation of this Agreement which shall be paid by COUNTY.

8. Either party may terminate this contract upon delivery to the other party of thirty (30) days' written notice of such termination.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

_____
HOMER MATTHEWS, M.D.

BK.

FILED
FEB 13 1975

AGREEMENT NO. 75- 61

(Agreement for Revenue Sharing Funds)

THIS AGREEMENT made and entered into this 10th day of February, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and WOODLAND VOLUNTEER BUREAU, hereinafter called GRANTEE,

W I T N E S S E T H:

WHEREAS, COUNTY has received and has on hand funds from the Federal government under the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§ 1221-1263) to be used for social services for the poor or aged (31 CFR § 51.31(a)(1)(vii)); and

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WHEREAS, GRANTEE has submitted an application and proposal for a grant of funds for such purposes, a copy of which is attached hereto; and

WHEREAS, the Board of Supervisors of the County of Yolo in public hearings fully examined said proposal and has approved it by Minute Order on July 1, 1974;

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. COUNTY shall, upon execution of this agreement, pay over to GRANTEE the sum of $4,000.

2. GRANTEE promises and undertakes to use all of said funds exclusively for said purposes, and in accordance with said budget and proposal attached hereto, and further:

a. Agrees to comply with requirements of the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§ 1221-1263) and with rules and regulations promulgated thereunder (31 CFR Part 51);

b. Agrees to maintain proper and adequate records

XEROX COPY

and ledgers sufficient to enable an audit of same in the event audit is necessary or appropriate, and to make said records available to such audit upon reasonable request of COUNTY;

c. Agrees that none of these funds will be used, directly or indirectly, as matching funds to obtain other Federal funds;

d. GRANTEE covenants and warrants that it shall indemnify, defend, and hold COUNTY free and harmless from any loss, claim, or cause of action of any nature whatsoever arising from any of its conduct in the performance of this agreement.

e. Agrees to maintain its fiscal accounts in a manner sufficient to:

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1) Permit the reports required by the Secretary of the Treasury to be prepared therefrom,

2) Document compliance with the matching funds certification,

3) Permit the tracing of entitlement funds to a level of expenditure adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of the Act;

f. Agrees that no person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with these funds;

g. Agrees to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d);

h. Agrees that the activities to be undertaken under said proposal will be administered by or under the supervision of GRANTEE;

i. Agrees to comply with the provisions of the Hatch

Act which limit political activities of governmental employees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P.HENIGAN, CLERK

BY Pete E. Lucas
DEPUTY

(SEAL)

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WOODLAND VOLUNTEER BUREAU

BY Robert P. Neal, President

BY John H. Ferris Secretary

INFORMATION REGARDING:
Woodland Volunteer Bureau
(Contact address: 1619 Grove Avenue, Woodland, CA)

1. Purpose of Volunteer Bureau.
The Woodland Volunteer Bureau is a coordinating and referal service to bring volunteers for community service and emergency needs together. Specifically, it is an organizing service to bring people and needs together. This is done by enlisting the volunteer, securing information as to the type of service that will be undertaken by the volunteer person, clarifying the time available for service, recording the ways of contacting the person. In addition, the Bureau provides a contact point at which emergency needs can be made known. Finally the Bureau seeks to fulfill the emergency needs by coordinating the volunteer service available with the "need" itself.

2. Specific Activities:
- Enlisting volunteers
- Telephone answering service
- Emergency food collection, storage and distributions
- Transportation service
- referals for emergency clothing needs
- Referals to other service organizations or agencies equipped to handle special needs.
- Referals to other individuals able to handle crisis needs.

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3. Income and expense statement:
(For the year 1973-74, fiscal)

Expenditures:

Telephone service	$ 450.00
Postage	60.00
Insurance	130.00
Special assistance	25.00
Food purchase	50.00
	715.00

Income:

United Community Fund	550.00
Woodland High School Student Body (Special Gift)	80.00
	630.00

Funds available as of 7/24/74: 225.00

4. Planned Budget for 1974-75:

Expenditures:

Part Time Coordinator	3000.00
Social Security	300.00
Travel Allowance	198.00
Telephone (Answering service and office telephone)	630.00
Insurance	150.00
Postage	100.00
Special Service	100.00
Miscellaneous	100.00
	4573.00

Income:

Revenue Sharing Grant (Yolo County)	4000.0
United Communit Fund	500.0
Special Gifts	80.0
	4580.0

Woodland Volunteer Bureau
Attachment

Roberta Anderson (Mrs. Robert)	818 Rosewood Way Woodland		662-3794
John Ferns	747 Cleveland St. Woodland		662-4955
Don LaPlante	416 Greenwood Dr. Woodland	(Home)	666-0487
	402 Woodland Shopping Center	(Work)	662-7365
Lurline Atchison (Mrs. Kenneth)	821 Third Street Woodland		662-2412
Robert L. Neal	1619 Grove Ave. Woodland	(Home)	662-8783
	327 College St. #103	(Work)	662-2211

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STATE OF CALIFORNIA
FRANCHISE TAX BOARD
1025 P STREET
SACRAMENTO, CALIFORNIA 95814

EXEMPTION APPLICATION

For filing by a principal officer or representative of the organization claiming exemption under Section 23701 of the Revenue and Taxation Code.

Every organization that claims to be exempt must furnish the information and data specified and pay the required application fee. If any organization fails to submit the information and data required, or pay the required fee, this application will not be considered on its merits and the organization will be notified accordingly. This application shall be open to public inspection in accordance with section 26451.3 of the Revenue and Taxation Code.

See Instructions for FTB 3500 for Guidance on Completion and Submission.

DO NOT USE THESE SPACES
SERIAL NO.
AMOUNT REMITTED

1a. Full Name of Organization

WOODLAND VOLUNTEER BUREAU

b. Federal Employer Identification Number (See Specific Instruction 3, Item 1b.)

2. Complete Address (Number, street, city or town, State and Postal ZIP code)

1619 Grove Avenue
Woodland, California 95695

3a. Is the organization incorporated?	b. If "Yes," in which State and under which law (General corporation, not for profit, membership, educational, eleemosynary, etc.)? Cite statutory provisions.	c. Corporate Number:
☐ Yes ☒ No		

4a. If not incorporated, what is form of organization?	b. Date incorporated or organized	c. Month and day on which the annual accounting period ends
☒ Now being incorporated ☐ Unincorporated association ☐ Trust		

5. If this organization or its predecessor previously applied for an exemption, enter "Granted" or "Denied" and date of determination (furnish copy of determination): ☐ California Date ☐ Federal Date ☐ Other State Date

6. Has organization filed Federal income tax returns? ☐ Yes ☒ No (If "Yes", state type of returns and years filed)

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7a. Enter Revenue and Taxation Code Section under which exemption claimed (see instructions) Section 23701d

b. Primary activity of organization. Religious, Charitable, Scientific, Literary or Educational organization. To organize and provide volunteer community services and social services to persons in need.

	Yes	No	
8a. Are you the outgrowth or continuation of any form of predecessor(s)?		X	If "Yes," attach a statement indicating the name of your predecessor(s), the period during which it was in existence, and the reasons for its termination. Submit copies of all papers by which the transfer of assets, if any, was effected.
b. Is capital stock issued and outstanding?		X	If "Yes," attach a statement indicating (1) class or classes of such stock, (2) the number and par value of the shares, (3) the consideration for which issued, and (4) whether any dividends have been paid or whether your certificate of organization authorizes such payment on any class of such stock.
c. Have you made or do you plan to make any distribution of your property or surplus to shareholders or members?		X	If "Yes," attach a statement containing full details, including (1) amounts of value, (2) source of funds or property distributed or to be distributed, and (3) basis of and authority for distribution or planned distribution.
d. Does any part or will any part of your receipts represent payment for services of any character rendered or to be rendered?		X	If "Yes," attach a statement explaining in detail.
e. Have you made or do you plan to make any payments to members or shareholders for services rendered or to be rendered?		X	If "Yes," attach a statement furnishing a detailed explanation of the amount so paid or to be paid and the character of the services rendered or to be rendered.
f. Does any part or do you plan to have any part of your net income inure to the benefit of any private shareholder or individual?		X	If "Yes," attach a statement explaining in detail.
g. Do you pay or do you plan to pay sick or death benefits, or pensions or annuities to your members?		X	If "Yes," attach a statement explaining the rules for eligibility.
h. Are you a membership organization?	X		If "Yes," attach a statement which explains fully the qualifications for members, the different classes of membership, the number of members in each class, and the voting rights and privileges accorded each class.
i. Do you control, have you controlled, or do you plan to control any organization(s)?		X	If "Yes," attach a statement explaining in detail.
j. Are you controlled by, have you been controlled by, or do you anticipate being controlled by, any organization(s)?		X	If "Yes," attach a statement explaining in detail.
k. Are you now or are you planning to be in any manner affiliated with any organization(s)?		X	If "Yes," attach a statement explaining in detail.
l. Do you expect to have income subject to the Unrelated Income Tax provisions of the law? (Sections 23731-37)		X	If "Yes," attach a statement explaining in detail.

9. YOU MUST ATTACH THE FOLLOWING:

a. If incorporated (or being incorporated) a copy of your articles (or proposed articles) of incorporation; or if not incorporated, a copy of your constitution, articles of association, declaration of trust or other document setting forth your aims and purposes.

b. A copy of your bylaws or other similar code of regulations (proposed bylaws may be submitted by organizations being incorporated).

N/A c. A complete statement of assets and liabilities as of the end of each annual accounting period of operation (or as of the date of the filing of this application, if you were in existence for less than a year).

N/A d. A statement of receipts and expenditures for each annual accounting period of operation (or for the period for which you were in existence, if less than a year). This statement should set forth clearly the sources of receipts and purposes of expenditures. These items should include but are not limited to:

(1) Where funds have been loaned or borrowed, the reason for the transaction, the security given, and interest required.

(2) The extent to which the receipts or income is derived from nonmembers through ticket sales, facilities furnished, or other income producing activities.

(3) Where applicant is a party to a lease, the other party being an officer, member, shareholder, or employee of the applicant or its predecessor, the amount received or paid for the lease, reasons for the transaction, and a statement as to the fair market value of the property and how that value was determined.

e. A proposed budget showing expected income by source and areas of expenditures for the first year of operation, if a newly formed organization or just commencing operations.

f. A brief statement which states the specific purposes for which the organization was formed. (Do not quote from or make reference to the articles of incorporation or bylaws for this purpose.)

None g. A statement explaining in detail each fund-raising activity and each business enterprise you have engaged in or plan to engage in, accompanied by copies of all agreements, if any, with other parties for the conduct of each fund-raising activity or business enterprise.

h. A statement which describes in detail the nature of your activities, activities which you sponsor, and proposed activities.

N/A i. A statement which explains fully any specific activities that the organization has engaged in or sponsored and which have been discontinued. (Give dates
N/A of commencement and termination and the reasons for discontinuance.)

N/A j. A statement which describes the purposes, other than in payment for services rendered or supplies furnished, for which the organization's funds are expended or will be expended.

None k. A copy of each lease, if any, in which you are the lessee or lessor of property (real, personal, gas, oil, or mineral) or in which you own an interest under such lease, together with copies of all agreements with other parties for development of the property.

N/A l. A statement which clearly indicates what State statutes or court decisions govern the distribution of assets upon dissolution. (This statement may be omitted if the organization's charter, certificate, or other instrument of organization makes provision for such distribution.

m. In addition to the above, the questions, statements and documents (appropriate to the organization requesting exemption) on pages 3 and 4 must be completed. Circle items (on pages 3 and 4) which have been completed.

11 12 13 (14) 15 16 17 18 19 20 21

10. Section 23701 requires that each organization applying for exemption after December 31, 1969 **must pay a $10 application fee.** Processing of the application cannot be completed until the application fee is received. Check or money order should be made payable to the Franchise Tax Board.

☐ (check)—$10 application fee enclosed (make separate check or money order payable to Franchise Tax Board—DO NOT SEND CASH)

SIGNATURE AND VERIFICATION

Under penalties of perjury, I declare that I have examined this application, including accompanying statements, and to the best of my knowledge and belief it is true, correct, and complete.

Micro Fiche

August , 1974 | | |
DATE | SIGNATURE OF OFFICER | TITLE

Attorney or Representative to whom correspondence, concerning revision/amendment of articles or request for additional information should be mailed:

Oliver J. Northup, Jr., Esq.
Rodegerdts, Means, Northup & Estey
Attorneys at Law
Post Office Box 610
Woodland, California 95695

See Instructions for FTB 3500 for Guidance in Completing this Application

11. If you are claiming exemption as a **Labor, Agricultural or Horticultural organization under Section 23701a,** submit an explanation of any services to be performed for your members. Cooperative organizations are not entitled to exemption, but may be allowed a special deduction under Sections 24404 and/or 24405.

12a. If you are claiming exemption as a **Fraternal Beneficiary Society, etc., as described in Section 23701b,** state whether the organization operates or plans to operate under the lodge system or for the exclusive benefit of the members of an organization so operating. (Operating under the lodge system means carrying on activities under a form of organization that comprises local branches, chartered by a parent organization and largely self-governing, called lodges, chapters, or the like.)

b. In the case of a **Subordinate or Local Lodge,** etc., attach a certificate signed by the secretary of the parent organization, under the seal of that organization, certifying that the Subordinate Lodge is a duly constituted body operating under the jurisdiction of the parent body.

c. In the case of a **Parent or Grand Lodge,** attach a statement showing (1) the number of subordinate lodges in active operations, and (2) whether periodical meetings are actually held.

d. Attach a statement describing the types of benefits (life, sick, accident, or other benefits) paid or to be paid members.

13. If you are claiming exemption as a **cemetery company or corporation chartered solely for burial purposes, as described in Section 23701c:**

a. Attach the following statemnets and or documents:

(1) Complete copy of sales contract or other document involved in acquisition of cemetery property by the organization.

(2) Complete copy of any contract you may have which designates an agent to sell your cemetery lots.

(3) Names of officers and directors of your organization from the date of incorporation to the present date indicating the period for which each held office.

(4) Appraised value of cemetery property as of the date acquired. The appraisal should be obtained from sources other than the parties in interest.

b. Do you have or do you plan to have a perpetual care fund? ☐ Yes ☐ No
If "Yes," submit copy of federal exemption letter, and attach copy of the fund agreement and a statement giving nature of such fund (cash, securities, unsold land, etc.), manner in which and by whom the fund is or will be administered, and specific purposes for which it is used.

14. If you are claiming exemption as a **Religious, Charitable, Scientific, Literary or Educational organization under Section 23701d,** answer the following questions. Attach statement explaining all "Yes" or "Planned" answers in "a" through "f," and furnish schedule requested in "g," if applicable.

a. Did the creator of your organization (if a trust), or a contributor to your organization, or a brother or sister (whole or half blood), spouse, ancestor, or lineal descendant of such creator or contributor, or a corporation controlled directly or indirectly by such creator or contributor, enter into any of the transactions (or activities) enumerated below? NOTE: If you have any knowledge or contemplate that you will be a party to any of the transactions (or activities) enumerated in a(1) through a(6) check "planned" in the applicable blocks).

	Yes	No	Planned		Yes	No	Planned
(1) Borrow any part of your income or corpus?		X		(4) Purchase any securities or other property from you?		X	
(2) Receive any compensation from you?		X		(5) Sell any securities or other property to you?		X	
(3) Have any part of your services made available to him?		X		(6) Receive any of your income or corpus in any other transaction?		X	

	Yes	No
b. Did you receive or do you expect to receive 10 percent or more of your assets from any organization, group of affiliated organizations (affiliated through stockholding, common ownership, or otherwise), any individual, or members of a family group (brother or sister whether whole or half blood, spouse, ancestor, or lineal descendant)?	X	
c. Are you now, have you ever been, or do you plan to be engaged in carrying on propaganda, or otherwise advocating or opposing pending or proposed legislation?		X
d. Do you participate or plan to participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office?		X
e. Do you hold or plan to hold 10 percent or more of any class of stock or 10 percent or more of the total combined voting power of stock in any corporation?		X
f. If exemption is claimed as an exclusively Educational organization, are a regular curriculum and faculty normally maintained, and a regularly organized body of pupils or students normally in attendance?		

g. Furnish a schedule indicating the name and position of each officer, director, trustee, etc., of the organization and the relationship, if any, by blood, marriage, adoption, or employment, of each such person to the creator of the organization (if a trust), to any person who has made a substantial contribution to the organization, or to a corporation controlled (by ownership of 50 percent or more of voting stock or 50 percent or more of value of all stock), directly or indirectly, by such creator or contributor. The schedule shall also indicate the time devoted to position and compensation (including salary and expense account allowance), if any, of each officer, director, trustee, etc., of the organization.

15. If you are claiming exemption as a **Business League, Chamber of Commerce, etc., under Section 23701e,** do you perform, or plan to perform, particular services for members, shareholders or others, such as furnishing credit reports, collecting accounts, inspecting products, conducting advertising, purchasing merchandise, or other similar undertakings? ☐ Yes ☐ No If "Yes," attach a detailed statement, including income realized and expenses incurred, regarding such activities. If engaged in advertising, attach specimen copies of material.

16a. If you are claiming exemption as a **Civic League, Social Welfare** (including a veteran post or council), **or Local Employee organization under Section 23701f,** is any income, other than members' dues, dedicated to exempt purposes? ☐ Yes ☐ No

b. If the organization is a **Homeowners Association,** furnish a copy of the Declaration of Covenants, Conditions and Restrictions, if applicable.

c. If a **Local Association of Employees,** attach a statement giving names and addresses of employers whose employees are eligible for membership in the association. If employees of more than one plant or office of the same employer are eligible for membership, give the address of each such plant or office.

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17. If you are claiming exemption as a **Social and Recreational organization under Section 23701g**, answer the following questions and furnish the information requested.

	Yes	No	
a. Have you entered or do you plan to enter into any contract or agreement for the management or operation of your property and/or activities?			If "Yes," attach a copy of the contract or agreement.
b. Do you solicit or do you plan to solicit public patronage of your facilities by advertisement or otherwise?			If "Yes," attach sample copies of such advertisements or other solicitations.
c. Are nonmembers other than bona fide guests of members permitted or will they be permitted to use the club facilities or participate in or attend any functions or activities conducted by the organization?			If "Yes," attach a statement describing the functions or activities in which such nonmembers have participated or will participate, or to which they have been admitted or will be admitted. If such nonmembers have participated in or have been admitted to any functions or activities, state the amount received from such nonmembers, the expenses attributable to such functions, and the disposition made of net profits, if any, derived therefrom.
d. Do you rent or lease or do you plan to rent or lease any part of the club's property to others?			If "Yes," attach a statement indicating the reason for such action or proposed action and the amount received or to be received. Also attach copies of the rental agreements or leases.
e. Have you ever sold or do you plan to sell any real property?			If "Yes," attach a statement containing full details, including reasons for the sale(s) or planned sale(s), amounts received or to be received, and disposition or planned disposition of the proceeds.
f. Do you rent or lease, or plan to rent or lease any property from directors or members?			If "Yes," attach a statement indicating reason for such action and amount paid or to be paid. Also furnish a copy of the lease or agreement.

g. State total number of club members. If different classes of membership, explain dues, and privileges of each.

18a. If you are claiming exemption as a **Title Holding Corporation under Section 23701h**, attach a statement giving the complete names and addresses of the organizations for which title to property is held, the number of shares of capital stock held, and whether shares of stock have ever been held by persons other than such organizations. If stock was so held, include the years held and the total number of shares of each class of stock. Also, state whether the annual income (less expenses) is or will be turned over to the organization for which title to property is held and if not, the purpose for which such income is or will be held.

b. Enclose a copy of an exemption letter (Federal or California) for each organization for which property will be held. If property will be held for organization(s) located in California, a California exemption letter must be furnished.

19. If you are claiming exemption as a **Voluntary Employees' Beneficiary organization under Section 23701i or a U. S. Government Officers' or Employees' Voluntary Beneficiary organization under Section 23701l**, attach a schedule of benefits available to members.

a. Is each employee by or for whom contributions are made entitled to receive welfare benefits proportionate to the contributions by and/or for him?
☐ Yes ☐ No If "No," attach a statement explaining in detail.

b. Total number of persons entitled to receive benefits.

c. Number of individual proprietors, partners, or self-employed persons entitled to receive benefits.

d. Amount of income or receipts from members and employers of members for each year for which exemption is claimed.

e. Amount of income or receipts from sources other than members and employers of members for each year for which exemption is claimed.

f. Have you attached copies of the policies or certificates of membership issued by You? ☐ Yes ☐ No

g. Furnish a copy of the Federal determination letter.

20. If exemption is claimed as a **Diversified Management Company under Section 23701m**, state the date that the corporation was registered as a Diversified Management Company under Section 5 of the Federal Investment Act of 1940 (15 U.S.C.A.—§ 80a-5) or date

21. If you are claiming exemption as a **Supplemental Unemployment Compensation Trust under Section 23701n**, attach a copy of the supplemental unemployment benefit plan and appurtenant agreements.

	Yes	No	
a. Are benefits provided for individual proprietors, partners, or self-employed persons under the plan?			If "Yes," attach a statement explaining in detail.
b. Does the plan provide other benefits subordinate to the supplemental unemployment compensation benefits?			If "Yes," attach a statement explaining in detail.
c. Do the benefits provided by the trust discriminate in favor of employees who are officers, shareholders, or persons whose principal duties consist of supervising the work of other employees, or highly compensated employees?			If "Yes," attach a statement explaining in detail.

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d. Amount of income or receipts from members and employers of members for each year for which exemption is claimed.

e. Amount of income or receipts from sources other than members and employers of members for each year for which exemption is claimed.

f. Also furnish a copy of the Federal determination letter.

3834O-400 10-69 60M (D) OSP

8h. Membership.

There shall be two classes of members of this corporation. The first class of members shall be known as voting members, and the second class of members shall be known as associate members and shall have no vote.

The voting members of this corporation shall be the persons who from time to time are the members of the Board of Directors of this corporation.

Any person who contributes funds or other property to this corporation shall be an associate member of this corporation unless he is, or becomes, a voting member of this corporation.

9e.

Proposed Budget for 1974-75:

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Expenditures:

Part Time Coordinator	$ 3,000.00
Social Security	300.00
Travel Allowance	198.00
Telephone (Answering service and office telephone)	630.00
Insurance	150.00
Postage	100.00
Special Service	100.00
Miscellaneous	100.00
	$ 4,578.00

Income:

Revenue Sharing Grant (Yolo County)	$ 4,000.00
United Community Fund	500.00
Special Gifts	80.00
	$ 4,580.00

9f.

The organization's purpose is to provide, through volunteers needed social services. This includes enlisting volunteers capable of providing a variety of needed community and social services; providing a telephone answering service; making referrals when persons are in need or crisis; and referring such persons to organizations, public or private, or volunteer individuals capable of handling the particular needs.

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9h.

The activities of this organization include enlisting volunteers; providing telephone answering services; emergency food collection, storage and distribution; transportation service; referrals for emergency clothing needs; and other referrals as indicated in paragraph 9f above.

14b.

We anticipate, as indicated by the proposed budget for 1974-75, to receive more than 10% of our anticipated expenditures from Yolo County Revenue Sharing, United Community Fund and special gifts.

14g.

President - Robert L. Neal
Vice President - Roberta Anderson
Secretary - John Ferns
Treasurer - Don LaPlante

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ARTICLES OF INCORPORATION
OF
WOODLAND VOLUNTEER BUREAU

I

The name of this corporation is:

WOODLAND VOLUNTEER BUREAU

II

The purposes for which this corporation is formed are:

(a) The specific and primary purposes are to organize and to provide volunteer community services and social services to persons in need thereof by engaging in activities including, but not limited to, the following:

(1) Enlisting volunteer workers;

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(2) Providing a telephone answering service;

(3) Emergency food collection, storage and distribution;

(4) Referrals for emergency clothing needs;

(5) Referrals to other service organizations, private or public agencies, equipped to handle special needs; and,

(6) Referrals to individuals able to handle crisis needs.

(b) The general purposes and powers are:

(1) To solicit, collect, receive, acquire, hold, and invest money and property, both real and personal, including money and property received by gift, contribution, bequest, or devise; to sell and convert property, both real and personal, into cash; and to use the funds of this corporation and the proceeds, income, rents, issues, and profits derived from any property of this corporation for any of the purposes for which this corporation is formed;

(2) To purchase, acquire, own, hold, sell, assign, transfer, dispose of, mortgage, pledge, hypothecate, or encumber, and to deal in shares, bonds, notes, debentures, or other securities or evidences of indebtedness of any person, firm, corporation, or association, and, while the owner or holder of them, to exercise all rights, powers, and priviledges of ownership;

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(3) To purchase or acquire, own, hold, use, lease (either as lessor or lessee), sell, exchange, assign, convey, dispose of, mortgage, hypothecate, or encumber real and personal property;

(4) To borrow money, incur indebtedness, and to secure repayment by mortgage, pledge, deed of trust, or other hypothecation of property, both real and personal;

(5) To enter into, make, perform, and carry out

contracts of every kind for any lawful purpose without limit on amount, with any person, firm, association or corporation, municipality, county, parish, state, territory, government (foreign or domestic), or other municipal or governmental subdivision; and,

(6) To do all things necessary, expedient, or appropriate to the accomplishment of any of the objects and purposes for which this corporation is formed.

Notwithstanding any of the above statements of purposes and powers, this corporation shall not engage in activities that in themselves are not in furtherance of the purposes set forth in subparagraph (a) of this Article II.

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III

This corporation is organized under the General Nonprofit Corporation Law of the State of California.

IV

The county in this state where the principal office for the transaction of the business of this corporation is to be located is Yolo County.

V

The names and addresses of the persons who are appointed to act in the capacity of directors until the election of their successors are:

Name	Address
ROBERTA ANDERSON	818 Rosewood Way Woodland, CA 95695

2-3794

JOHN FERNS	747 Cleveland Street Woodland, CA 95695 2-4955
DON LaPLANTE	416 Greenwood Drive Woodland, CA 95695 2-7365
LURLINE ATCHISON	821 Third Street Woodland, CA 95695 2-2412
ROBERT L. NEAL	1619 Grove Avenue Woodland, CA 95695 2-8783

The number of directors may be fixed or changed from time to time by amendment to the Articles of Incorporation of this corporation, or by amendment of the Bylaws of this corporation adopted by the vote or written assent of the members of the corporation entitled to exercise a majority of the voting power, or the vote of a majority of a quorum at a meeting of members called pursuant to the Bylaws.

VI

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The persons who are the directors of this corporation from time to time shall be its only members and on ceasing to be a director of this corporation, any such person shall cease to be a member.

In the election of directors, each member of this corporation shall be entitled to one vote for each office to be filled.

The members and directors of this corporation shall have no liability for dues and assessments.

VII

This corporation is not organized, nor shall it be operated, for pecuniary gain or profit, and it does not contemplate

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____ day of _____, 1974, before me, the undersigned, a Notary Public, personally appeared ROBERTA ANDERSON, JOHN FERNS, DON LaPLANTE, LURLINE ATCHISON and ROBERT L. NEAL, known to me to be the persons whose names are subscribed to these Articles of Incorporation, and acknowledged to me that they executed them.

_____

NOTARY PUBLIC FOR THE
STATE OF CALIFORNIA

My commission expires _____

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BYLAWS
OF
WOODLAND VOLUNTEER BUREAU

PRINCIPAL OFFICE

The principal office for the transaction of the business of the corporation is fixed and located at Woodland, Yolo County, California. The Board of Directors may at any time or from time to time change the location of the principal office from one location to another in this County.

II

MEMBERSHIP

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Section 1. Members.

There shall be two classes of members of this corporation. The first class of members shall be known as voting members, and the second class of members shall be known as associate members and shall have no vote.

Section 2. Qualification of Voting Members.

The voting members of this corporation shall be the persons who from time to time are the members of the Board of Directors of this corporation. Death, resignation, or removal of any director as provided in these Bylaws automatically termination

his membership as a voting member of this corporation. Election of a successor director as provided in these Bylaws shall operate to elect that director to voting membership in this corporation.

Section 3. Qualifications of Associate Members.

Any person who contributes funds or other property to this corporation shall be an associate member of this corporation unless he is, or becomes, a voting member of this corporation. Election of a person as a voting member of this corporation shall terminate his membership as an associate member of this corporation.

Section 4. Voting and Other Rights of Members.

Each voting member of this corporation shall be entitled to one vote. Associate members of this corporation shall not be entitled to vote, and no notice of any meeting of the membership of this corporation need be given to any associate member.

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Section 5. Annual Meeting.

The annual meeting of the members of this corporation shall be held on the third Monday of January of each year at 8:00 P.M. at the principal office of this corporation, or at any other time in January and at any other place determined by a resolution of the Board of Directors. No notice of any such annual meeting need be given if it is held on the third Monday of January at 8:00 P.M. at the principal office of the corporation: otherwise written notice of the time and place of the annual meeting shall be delivered personally to each voting member or sent to each voting member by mail or other form of written communication, charges pre-

paid, addressed to him at his address as it is shown on the records of the corporation, or if it is not shown on the records or is not readily ascertainable, at the place where the meetings of the members are regularly held. Any notice shall be mailed or delivered at least five (5) days before the date of the meeting.

Section 6. Special Meetings.

Special meetings of the members of the corporation for any purpose or purposes may be called at any time by the President of the corporation or by any three (3) directors.

Written notice of the time and place of special meetings of the members shall be given in the same manner as for annual meetings of the members.

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The transactions of any meeting of the members of this corporation, however called and noticed, shall be as valid as though had at a meeting held after regular call and notice if a quorum is present, and if, either before or after the meeting, each of the voting members not present signs a written waiver of notice or a consent to holding this meeting, or an approval of the minutes of the meeting. All the waivers, consents, or approvals shall be filed with the corporate records or be made a part of the minutes of the meeting.

Section 7. Quorum.

A quorum for any meeting of the members shall be three (3) voting members.

Section 8. Liabilities of Members.

No person who is now, or who later becomes, a member of this corporation shall be personally liable to its creditors for any indebtedness or liability, and any and all creditors of this corporation shall look only to the assets of this corporation for payment.

III

BOARD OF DIRECTORS

Section 1. Number of Directors.

The Board of Directors shall consist of five (5) members until the number of Directors is changed by amendment to these Bylaws.

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Section 2. Quorum.

Three (3) members of the Board of Directors shall constitute a quorum for the transaction of business.

Section 3. Powers of Directors.

Subject to limitations of the Articles of Incorporation, other sections of the Bylaws, and of California law, all corporate powers of the corporation shall be exercised by or under the authority of, and the business and affairs of the corporation shall be controlled by, the Board of Directors. Without limiting the general powers, the Board of Directors shall have the following powers:

(a) To select and remove all the other officers, agents, and employees of the corporation, prescribe such powers and duties for them as may not be inconsistent

with law, the Articles of Incorporation, or the Bylaws, fix their compensation, and require from them security for faithful service.

(b) To conduct, manage, and control the affairs and business of the corporation, and to make rules and regulations not inconsistent with law, the Articles of Incorporation, or the Bylaws.

(c) To borrow money and incur indebtedness for the purposes of the corporation, and for that purpose to cause to be executed and delivered, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidence of debt and securities.

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Section 4. Election and Term of Office.

Except as provided below for the initial terms of the first directors, the term of office of each director of this corporation shall be three years or until his successor is elected. Successors for directors whose terms of office are then expiring shall be elected at the annual meeting of the members in the year such terms expire. A director may succeed himself in office.

At the organizational meeting of the first directors of this corporation, the directors shall, by lot, classify themselves into three groups. The first group shall consist of one director whose initial term of office shall be one year. The second group shall consist of two directors whose initial term of office shall

be two years. The third group shall consist of two directors whose term of office shall be three years. This classification and the short initial terms are for the purpose of providing, as nearly as numerically possible, for the election of one third of the Board of Directors in each year.

Section 5. Vacancies.

Vacancies in the Board of Directors shall be filled by a majority of the remaining directors then in office even though less than a quorum, or by the sole remaining director. A successor director so elected shall serve for the unexpired term of his predecessor.

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Section 6. Place of Meeting.

Regular meetings of the Board of Directors shall be held at any place, within or without the state, that has been designated from time to time by resolution of the Board or by written consent of all members of the Board. In the absence of this designation regular meetings shall be held at the principal office of the corporation. Special meetings of the Board may be held either at a place designated or at the principal office.

Section 7. Organization Meeting.

Immediately following each annual meeting of members, the Board of Directors shall hold a regular meeting for the purposes of organization, election of officers, and the transaction of other business. No notice of such organizational meeting need be given.

Section 8. Other Regular Meetings.

Other regular meetings of the Board of Directors shall be held without call on the third Monday of each April, July and October at 8:00 P.M.; provided, however, that should that day fall on a legal holiday or a Saturday or Sunday, then the meeting shall be held at the same time on the next day that is not a legal holiday, Saturday or Sunday. No notice need be given of any regular meeting.

Section 9. Special Meetings.

Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the President or by any three (3) Directors.

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Written notice of the time and place of special meetings shall be delivered personally to each Director or sent to each Director by mail or by other form of written communication, charges prepaid, addressed to him at his address as it is shown on the records of the corporation, or if it is not so shown on the records or is not readily ascertainable, at the place at which the meeting of the Directors are regularly held. The notice shall be mailed at least ten (10) days before the time of the holding of the meeting.

The transactions of any meeting of the Board of Directors, however called and noticed and wherever held, shall be as valid as though had at a meeting held after regular call and notice, if a quorum is present and if either before or after the meeting each of the Directors not present signs a written waiver of notice or a

consent to hold the meeting or an approval of the minutes. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Action Without a Meeting.

Any action by the Board of Directors may be taken without a meeting if all members of the Board, individually or collectively consent in writing to this action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 11. Removal.

A Director may be removed from office, for cause, by the vote of a majority of the Directors.

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Section 12. Compensation.

The Directors shall receive no compensation for their services as Directors.

IV

OFFICERS

Section 1. Officers.

The officers of this corporation shall be a president, vice president, secretary and treasurer, and such other officers as the Board of Directors may appoint. One person, other than the president, may hold more than one of these offices. Officers other than the president need not be members of the Board of Directors.

Section 2. Election.

The Board of Directors shall elect all officers of the

corporation for terms of one year, or until their successors are elected and qualified.

Section 3. Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, shall be filled by the Board of Directors.

Section 4. President.

Subject to the control of the Board of Directors, the President shall have general supervision, direction, and control of the business and affairs of the corporation. He shall preside at all meetings of the members and Directors, and shall have such other powers and duties as may be prescribed from time to time by the Board of Directors.

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Section 5. Vice President.

In the absence or disability of the President, the Vice President shall perform all the duties of the President and in so acting shall have all the powers of the President. The Vice President shall have such other powers and perform such other duties as may be prescribed from time to time by the Board of Directors.

Section 6. Secretary.

The Secretary shall keep a full and complete record of the proceedings of the Board of Directors, shall keep the seal of the corporation and affix it to such papers and instruments as may be required in the regular course of business, shall make service of such notices as may be necessary or proper, shall supervise the

keeping of the records of the corporation, and shall discharge such other duties of the office as prescribed by the Board of Directors.

Section 7. Treasurer.

The Treasurer shall receive and safely keep all funds of the corporation and deposit them in the bank or banks that may be designated by the Board of Directors. Those funds shall be paid out only on checks of the corporation signed by the President, Vice President, Treasurer or Secretary or by such officers as may be designated by the Board of Directors as authorized to sign them. The Treasurer shall have such other powers and perform such other duties as may be prescribed from time to time by the Board of Directors.

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V

AMENDMENT OF BYLAWS

These Bylaws may be amended or repealed and new bylaws adopted by the vote of a majority of the members of the Board of Directors at any Directors' meeting, except that a Bylaw fixing or changing the number of Directors may be adopted, amended, or repealed only by the vote or written consent of a majority of the members of the corporation or the vote of a majority of a quorum at a meeting of the members called for that purpose and which is the vote of the majority of those present and voting.

VI

MISCELLANEOUS

The President, or the Vice President and the Secretary, or

such other officers as the Board of Directors may select for that purpose, are authorized to vote, represent, and exercise on behalf of this corporation all rights incident to any and all voting securities of any other corporation or corporations standing in the name of this corporation. The authority granted in these Bylaws to the officers to vote or represent this corporation arising from any voting securities held by this corporation in any other corporation or corporations may be exercised either by the officers in person or by any person authorized so to do by proxy or power of attorney duly executed by the officers.

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KNOWN ALL MEN BY THESE PRESENTS:

That we, the undersigned, being all the Directors of WOODLAND VOLUNTEER BUREAU, a nonprofit corporation incorporated, organized and existing under the laws of the State of California, do hereby certify that the foregoing ByLaws, consisting of SIX (VI) ARTICLES, were duly adopted as the ByLaws of the said corporation on the _____ day of _____, 1974.

ROBERTA ANDERSON

JOHN FERNS

DON LaPLANTE

LURLINE ATCHISON

ROBERT L. NEAL

Book

FILED
FEB 18 1975
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 75-62

(Amendment to Agreement No. 74-130 which Provides for Professional and Technical Services for the Yolo County Health Dept.)

THIS AGREEMENT made and entered into this 18th day of February, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and CONNERLY & ASSOCIATES, Consultants, hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

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RECITALS:

1. CONTRACTOR has submitted to COUNTY, pursuant to Minute Order No. 74-506 and Agreement No. 74-74, a series of reports containing a proposed housing code and various recommendations relating to the adoption thereof; and
2. It is the desire of COUNTY to study in greater detail the proposed housing code and related recommendations for implementation;
3. It is also the desire of COUNTY to subject the housing code and related implementation plan to a comprehensive program of community hearings and citizen participation;
4. COUNTY desires professional and technical assistance in connection with its public hearings and meetings at which the proposed housing code is to be discussed;
5. COUNTY will receive $6,000 of financial assistance under Title VIII of the Housing Act of 1954, the Community Development Training Program;
6. COUNTY has agreed to perform specialized services and provide certain products as a condition for receipt of such financial assistance;
7. COUNTY wishes to attain professional consultant services

according to the terms and conditions of the Title VIII grant referred to above;

8. COUNTY desires extension of CONTRACTOR's services for Title VIII assistance under Housing Act of 1954 and for grant application assistance under the Housing and Community Development Act of 1974.

AGREEMENTS:

PART I

A. CONTRACTOR shall be available, as needed, to meet with COUNTY, interested citizen groups, professional organizations, trade associations, and other assigned by COUNTY for the purpose of discussing the Phase I and Phase II housing code reports previously submitted by CONTRACTOR under Agreement No. 74-74.

B. CONTRACTOR shall submit to COUNTY a written report and critique of major issues generated during the course of public discussions.

C. CONTRACTOR shall assist COUNTY in evaluation and incorporation of public responses to the proposed housing code and implementation plan.

PART II

A. CONTRACTOR shall prepare and deliver to COUNTY the written plan, known as the "Housing Code Pre-planning Model" which outlines the various steps required in the development of viable code enforcement programs.

B. CONTRACTOR shall develop and deliver to COUNTY a written preliminary work plan for training elected officials for appropriate staff responsibilities for the administration of Housing Code enforcement activities.

C. CONTRACTOR shall develop in cooperation with COUNTY a Housing Code enforcement and administration training seminar.

D. CONTRACTOR will perform the necessary services outlined in PART I Paragraphs A, B, and C at a cost not to exceed $4,500; he

shall bill the COUNTY for such costs separately. CONTRACTOR shall send his Title VIII grant claim to the County Executive.

PART III

A. CONTRACTOR shall provide assistance to the COUNTY and cities in the preparation of a Housing and Community Development pre-application and application grant.

B. CONTRACTOR's services for this work described in Part III hereof shall not exceed 200 hours.

C. CONTRACTOR's services shall be terminated under this part if the pre-application is not favorably approved for funding by HUD. Under such circumstances all services rendered prior to HUD's disapproval of the pre-application shall be compensated on the basis of actual hours performed.

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GENERAL

A. CONTRACTOR shall report to and coordinate his efforts with the Director of Health or his agent, the Chief of Environmental Health of the Department of Health.

B. COUNTY shall compensate CONTRACTOR at the rate of $150 per eight-hour day, or $18.75 per hour. Any other expenses required in the performance of this contract shall be compensated at actual cost to CONTRACTOR, except that expenses for travel by automobile shall be reimbursed at the rate of $.15 per mile. COUNTY shall compensate CONTRACTOR for travel from and to Sacramento, California, when in the performance of this Agreement. CONTRACTOR shall seek no reimbursement for per diem or lodging while performing within the boundaries of COUNTY.

C. The total amount of compensation and payment authorized and provided for in this amended agreement for the above services and all of the above referred to expenses shall add $13,500 to the $2,000 earlier authorized under Agreement No. 74-130 and under no circumstances exceeds the total of $15,500. Any

and all expenses incurred or services rendered in excess of said sum shall be deemed by the parties to be volunteered by CONTRACTOR.

D. Payment shall be made to CONTRACTOR on a monthly basis upon his presentation of a claim countersigned by the Director of Health setting forth hours of work performed and related expenses for each part of this agreement.

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E. This agreement is entered into pursuant to Minute Order No. 75-213 and services subsequent to July 1st, 1974 shall be compensated as provided for herein. This contract shall terminate on June 30, 1975. The COUNTY, however, can terminate any one of the various parts of this agreement upon 10 days' notice should services under any part be no longer needed.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement as of the date hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

CONNERLY & ASSOCIATES, Consultants

BY ORIGINAL SIGNED BY:
WARD CONNERLY

FILED
FEB 1 8 1975
LAURENCE P. HENIGAN, Clerk
By RODGERS Deputy

AGREEMENT NO. 75-63

(Agreement for the Purchase of Real Property)

THIS AGREEMENT made and entered into this 18th day of February, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and STANLEY M. DAVIS & ASSOCIATES, a limited partnership, hereinafter referred to as SELLER,

W I T N E S S E T H:

Micro Fiched

SELLER agrees to sell and COUNTY agrees to purchase the hereinafter described real property upon the terms and conditions hereinafter set forth:

1. The real property referred to above is located in the County of Yolo, State of California, described as follows:

   Parcel A, as shown on the plat of Parcel Map No. 2461, filed February 7, 1975, Book 2 of Parcel Maps, Page 67, Yolo County Records.

2. The purchase price is the sum of NINETEEN THOUSAND EIGHT HUNDRED EIGHTY-ONE and NO/100 ($19,881.00)DOLLARS.

3. COUNTY agrees as follows:

   A. to deposit the purchase price in escrow with Western Title Guaranty Company, Yolo County Division, Second and Court

Streets, Woodland, California, within sixty (60) days after execution of this agreement by it.

B. to pay any acknowledgment and recording fees, and for any documentary transfer taxes incurred in this transaction.

4. Title is to be free from all liens, encumbrances, easements, restrictions, rights, and conditions of record or known to SELLER. SELLER shall furnish to COUNTY at COUNTY's expense a standard form of California Land Title Insurance Policy insuring title in COUNTY subject only to liens, encumbrances, easements, restrictions, rights, or conditions of record acceptable to COUNTY. If SELLER fails to deliver title as herein provided, then either party hereto may terminate this agreement and any deposit shall thereupon be returned to COUNTY, or the parties may mutually agree in writing that SELLER shall have sixty days thereafter in which to remove all defects in title objectionable to COUNTY. COUNTY shall notify SELLER of any objections to the state of title within ten (10) days following receipt of a preliminary title report, to be paid for by COUNTY and the parties shall have ten (10) additional days in which to elect to terminate this agreement or to clear the title.

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5. SELLER shall pay all property taxes which are due and payable on the closing date. Taxes will not be prorated but SELLER will seek appropriate refund spursuant to Revenue & Taxation Code §§ 4986 and 5096.

6. Title shall vest as follows: COUNTY OF YOLO, a political subdivision of the State of California, upon close of escrow and recordation of deed.

7. SELLER agrees to provide and maintain until the close of escrow, fire insurance to the extent that such insurance was in force on February 1st, 1975. The purchase price set forth above shall be reduced by the amount collected under any fire or

other insurance policy by reason of a loss occurring on or after the date on which this agreement is executed by COUNTY, whether or not the amount so collected is paid to SELLER or to other persons. If before the close of escrow the building on the premises shall be destroyed or so damaged as to become wholly untentable, COUNTY shall have the option to terminate this agreement.

8. Possession shall be delivered to COUNTY on the close of escrow.

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9. Escrow instructions signed by SELLER and COUNTY shall be delivered to the escrow holders within twenty (20) days from the receipt of a preliminary title report and shall provide for closing within ninety (90) days from opening of escrow subject to written extension signed by SELLER and COUNTY.

10. This agreement is subject to the provisions of Government Code § 25350 and the rights and duties of COUNTY and its Board of Supervisors set forth therein and to a favorable report of the Planning Commission of COUNTY pursuant to Government Code § 65402 as to conformity with the general plan.

11. Time is of the essence of this agreement.

12. SELLER, shall, prior to close of escrow herein, comply with all of the conditions and requirements of the City of Woodland pertaining to the land division entitlement granted by said City which involves this parcel of real property.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

THE COUNTY OF YOLO, a political subdivision of the State of California

BY Betty A Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara A Rodgers DEPUTY

(SEAL)

SELLER -

STANLEY M. DAVIS & ASSOCIATES,
a limited partnership

ORIGINAL SIGNED:
BY L. GALBRAITH
L. GALBRAITH, General Partner

BY: RACO ENTERPRISES, INC., a California corporation, a general partnership

ORIGINAL SIGNED:
(SEAL) BY RAY THOMPSON
RAY THOMPSON, President

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(9)

FILED

FEB 18 1975

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers Deputy

XEROX COPY

NOTICE OF INTENTION TO PURCHASE REAL PROPERTY

NOTICE IS HEREBY GIVEN of the intention of the Board of Supervisors of the County of Yolo to make a purchase of real property in the County of Yolo.

1. The description of the property proposed to be purchased is as follows:

Parcel A, as shown on the plat of Parcel Map No. 2461, filed February 7, 1975, Book 2 of Parcel Maps, Page 67, Yolo County Records.

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2. The purchase price is $19,881.00.

3. The vendors of the property are STANLEY M. DAVIS & ASSOCIATES, a limited partnership.

4. A statement of the time the Board will meet to consummate the purchase is 10:30 A. M., Monday, March 24, 1975.

Dated: February 18, 1975.

LAURENCE P. HENIGAN, County Clerk ex officio Clerk of the Board of Supervisors, County of Yolo, State of California

BY Barbara Rodgers DEPUTY

(SEAL)

Book

AGREEMENT NO. 75- 64

FILED
FEB 1 81975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. ROLGER
Deputy

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT

Sub-Grantee Name
Office of the County Superintendent of Schools

Address

City Phone:

Program Director Date of Modification
February 3, 1975

The Sub-Grant between the parties, Yolo County Agreement No. 74-231 Amended is hereby modified as follows:

1. Net amount of funds affected by this modification: Micro Fiched
~~increase~~ decrease of $ 3,634.00.

2. The grant period originally starting on November 16, 1974 and ending on August 31, 1975 is hereby modified to end on June 30, 1975.

3. The current schedule of position listings is modified by the _____ of the positions set forth in Modification to Schedule of Position Listings attached hereto marked Exhibit "A".

4. This modification is effective on the Date of Modification set forth above.

Office of the County Superintendent of Schools	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
(Legal Name of Sub-Grantee)	
Jack Potter	Betsy A. Marchand
(Signature of Authorized Officer)	
	BETSY A. MARCHAND, CHAIRMAN BOARD OF SUPERVISORS
(Typed Name & Title of Authorized Officer)	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS
	BY Barbara A. Rodgers DEPUTY

(SEAL)

SY-52

BK

FILED

FEB 24 1975

LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 75-55

(Agreement for Janitorial Services)

THIS AGREEMENT made and entered into this 24th day of February, 1975, at Woodland, California, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and KENTON C. KEITHLY, hereinafter called CONTRACTOR,

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to provide janitorial services for the Esparto Library at least twice a week and shall include the following services:

   A. Empty all ash trays;

   B. Empty all wastebaskets;

   C. Dust counters, desks, tables, ledges, chairs and other flat surfaces;

   D. Brush down all spider webs;

   E. Vacuum all floors and mats;

   F. Dust, wet mop and wax bare floors as needed;

   G. Keep front door frames and glass clean;

   H. Clean and sanitize restroom;

   I. Wash windows as needed;

   J. Change light globes as needed;

   K. Change air conditioner filters as needed;

   L. Vacuum books and stacks on a continuing basis.

2. In consideration of the covenants of CONTRACTOR herein, COUNTY agrees as follows:

   A. To pay the sum of EIGHTY-FIVE ($85) DOLLARS per month.

   B. To provide equipment and necessary supplies upon request.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

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A. In the performance of the work, duty and obligations devolving upon it under this agreement, CONTRACTOR is at all times acting and performing as an independent contractor conducting his business or rendering janitorial service.

B. The term of this agreement shall commence on the 1st day of February and shall continue until June 30, 1975. This agreement may be terminated by either party upon thirty (30) days' written notice.

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C. No alteration nor variation of the terms of this agreement shall result unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless so made shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
DEPUTY

(SEAL)

Kenton C. Keithly
KENTON C. KEITHLY

BE

FILED

FEB 24 1975

LAURENCE P. HENIGAN, Clerk
By PETE [illegible] Deputy

AGREEMENT NO. 75- 66

(Agreement for Janitorial Services)

THIS AGREEMENT made and entered into this 24th day of _____, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and KENTON C. KEITHLY, hereinafter called CONTRACTOR,

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to provide janitorial service for the Yolo Branch Library and shall include the following services:

   A. Empty all ash trays;

   B. Empty all wastebaskets;

   C. Dust counters, desks, tables, ledges, chairs and other flat surfaces;

   D. Dust mop floors;

   E. Wet mop floor as needed;

   F. Clean and wax floor as needed - 5 or 6 times a year;

   G. Keep front door frames and glass clean;

   H. Clean and sanitize restroom;

   I. Wash windows as needed;

   J. Sweep and hose porch;

   K. Change light tubes as needed or requested by the Branch Assistant;

   L. Change air conditioner filters as needed or requested by the Branch Assistant.

   M. Gardening services consisting of general upkeep of the grounds including water, weeding, raking, cleaning, pruning and fertilizing as needed.

2. In consideration of the covenants of CONTRACTOR herein, COUNTY agrees as follows:

A. To pay the sum of ONE HUNDRED ($100) DOLLARS per month. Payment shall be made upon presentation each month of a claim for services therefor approved by the Yolo County Librarian.

B. To provide equipment and necessary supplies upon request.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. In the performance of the work, duty and obligations devolving upon it under this agreement, CONTRACTOR is at all times acting and performing as an independent contractor conducting his business of rendering janitorial service.

Micro Fiched

B. The term or this agreement shall commence as of the first day of January 1975 and shall terminate on June 30, 1975. This agreement may be terminated by either party upon thirty (30) days' written notice.

C. No alteration nor variation of the terms of this agreement shall result unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless so made shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

ORIGINAL SIGNED:
BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Kathe E. Lucas
DEPUTY

Kenton C. Keithly
KENTON C. KEITHLY

(SEAL)

YOLO COUNTY AGREEMENT NO. 75-67

LEASE AGREEMENT

1. THIS LEASE, made this 24th day of February, 1975, between G. W. WILLIAMS COMPANY, a Corporation, Lessor, and COUNTY OF YOLO, Lessee.

FILED
MAR 19 1975
LAURENCE P. HENIGAN, Clerk
By PAULA C. CORRAL
Deputy

2. WITNESSETH: That Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, those certain premises situate in Broderick, County of Yolo, State of California, and described as follows:

922 Sacramento Avenue, Broderick, store space with an area of approximately 8,288 sq. ft.

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hereinafter called "premises."

3. The premises are to be used for a County Welfare and County Public Defender's offices

and for no other business or purpose, without the written consent of Lessor.

4. It is mutually agreed that the letting hereunder is upon and subject to the following terms, covenants and conditions and Lessee covenants, as a material part of the consideration for this lease, to keep and perform each and all of said terms, covenants and conditions by him to be kept or performed, and that this lease is made upon the condition of such performance.

5. The term of this lease shall be for five (5) years and shall commence on the 1st day of April, 1975, and end on the 31st day of March, 1980, inclusive.

6. Rent shall be paid in lawful money of the United States of America at the office of lessor at the following address:

Norris, Begge & Simpson
1501 - 21st Street
Sacramento, CA 95814

or at such other place as lessor may designate in writing, free from all claims, demands or set-offs against Lessor of any kind or character whatsoever, as follows: Total rent for the entire term of this lease shall be One Hundred Two Thousand, Three Hundred Seventy and 20/100 ($102,370.20) to be paid as follows: One Thousand Seven Hundred Six and 17/100 Dollars ($1,706.17) per month in advance from April 1, 1975 to March 31, 1980.

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~~Lessee has, contemporaneously with the execution of this~~ lease, deposited with Lessor the sum of ($) ; receipt of which is hereby acknowledged by Lessor. Said sum shall be held by Lessor as security for the faithful performance by Lessee of all of the terms, covenants and conditions of this lease. If at any time during the term of this lease any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by Lessee to Lessor hereunder shall be overdue and unpaid, then Lessor may, at its option (but Lessor shall not be required to) appropriate and apply any portion of said $ to the payment of any such overdue rent or other sum. In the event of the failure of Lessee to keep and perform all of the terms, covenants, and conditions of this lease, then at its option, the Lessor may appropriate and apply said entire $ or as much thereof as may be necessary to compensate Lessor for all loss or damage sustained or suffered by Lessor due to such breach on the part of Lessee. Should the entire $ or any portion thereof, be appropriated and applied by Lessor for payment of overdue rent or other sums due and payable to Lessor by Lessee hereunder, then Lessee shall, upon written demand of Lessor, forthwith remit to Lessor a sufficent amount in cash to restore said security to the original sum of $ and Lessee's failure to do so within ten (10) days after receipt of such demand shall constitute a breach of this lease. Should Lessee comply with all said terms, covenants and conditions and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Lessee to Lessor, the said sum of $ shall be returned in full to Lessee at the end of the term of this lease or upon earlier termination of this lease under the provisions of Paragraph 13 hereof. In no event, however, shall the said security deposit be returned to Lessee until the demised premises are vacated and possession delivered to Lessor. Any and all security given by the Lessee to secure the faithful performance of all or any of the covenants of this Lease on the part of Lessee may be transferred by the Lessor and such security may be delivered as such by the Lessor to the purchaser of the reversion, in the event that the reversion be sold, and thereupon, the Lessor shall be discharged from any ~~further liability in reference thereto.~~

7. Lessee shall, at least thirty (30) days before the last day of the term hereof, give to Lessor a written notice of intention to surrender the premises on that date, but nothing contained herein shall be construed as an extension of the term hereof or as consent of Lessor to any holding over by Lessee.

8. Any holding over by the Lessee after the expiration of the term of this lease or any extension thereof shall be deemed to be a tenancy from month to month at a rental not less than the rent paid for the last month of the term or any extension thereto and shall otherwise be on terms and conditions as prescribed by Lessor.

~~9. In the event of the inability of Lessor to deliver possession of the premises at the time of the commencement of the term of this lease, neither Lessor nor his agents shall be liable for any damage caused thereby, nor shall this lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event Lessee shall not be liable for any rent until such time as lessor can deliver possession.~~

10. The premises shall not be used except for the purposes specified in Paragraph 3 hereof. Lessee shall, at all times during the term hereof, actively use the premises for those purposes, and shall not at any time leave the premises vacant without the written consent of Lessor, and Lessee agrees at all times during the term hereof to continue the operation of Lessee's business on the premises, ~~to carry in stock on the premises sufficient merchandise~~ fully to stock the same, to maintain an adequate sales force on the premises, to keep the premises open for business during all of each and every business day, and to use the utmost skill and diligence ~~in the conduct of lessee's business in the premises.~~ Lessee shall not do or permit anything to be done in or about the premises, or sell, bring or keep anything therein, which will in any way increase the rate of fire insurance upon the building wherein the premises are situated, or which will in any way conflict with any law, ordinance, rule or regulation which may now or hereafter be enacted, or promulgated by any public authority, or allow any sales by auction upon the said premises, or use, or allow the premises to be used, for any improper, immoral, unlawful, or objectionable purpose, or place any loads upon the floor, walls or ceilings which endanger the structure, or obstruct the sidewalks or passageways in front of, within, or adjacent to the premises, or commit, or suffer to be committed, any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located, or which may disturb the quiet of any person or persons, whether in or out of said building, or which may disturb the quiet enjoyment of the Riverbend Shopping Plaza.

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Without limiting the generality of the foregoing, Lessee will not commit or create, or suffer to be committed or created, upon the said premises any nuisance due to the emanation of obnoxious odors, gas, noise, smoke or vibration or due to or by reason of trucks or other vehicles loading or unloading in the parking areas reserved for the public; and no materials, supplies, products or any substance delivered to or from or used in connection with the said premises or the conduct of said business shall be stored or allowed to accumulate on the sidewalks, mall, public passageways and public parking areas, and all loading and unloading of said items shall be done at lessee's rear entrance to the demised premises and without hinderance or obstruction to other tenants or to the public.

11. Lessee may assign this lease or an interest therein or may also sublet the whole of said premises for the use permitted hereby to an assignee or sublessee, as the case may be, of good moral character and of sound financial responsibility provided the written consent of Lessor to any such assignment or subletting is first obtained by Lessee. If, during the term of this lease, Lessee requests the written consent of Lessor to any such assignment or sub-letting, Lessor's consent thereto shall not be unreasonably withheld. A consent to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting and any such subsequent assignment or subletting without Lessor's consent, which shall not be unreasonably withheld, shall be void and shall at Lessor's option terminate this lease. This lease shall not, nor shall any interest therein, be assignable as

12. Lessee has examined and inspected and knows the condition of the premises and every part thereof, and has received the same in good order and repair and accepts the same in their present condition. Lessee, at Lessee's sole cost and expense, shall maintain the premises, and every part thereof in as good order and repair as when received, reasonable use and wear thereof and damage by act of God excepted, and in good and safe condition, and shall make all repairs thereto and maintain and repair all equipment therein including plumbing, heating installations, electrical wiring and toilet facilities including the lavatory and water closet, and Lessee shall be responsible for the proper operating condition of the said lavatory, water faucets, water closet, flushing mechanism and other appurtenances within the demised premises. Any clogging or stoppage of the sewer line or the water closet which occurs within the demised premises shall be corrected and repaired by Lessee at Lessee's sole cost. Further, Lessee waives the benefits of the provisions of sub-section 1 of Section 1932 and of Sections 1941 and 1942 of the Civil Code of California and all right to make repairs at the expense of Lessor provided within Section 1942 of that Code.

Lessee agrees to replace immediately, at Lessee's cost and expense, all plate glass and windows and skylights broken or destroyed by accident or act of third parties or by Lessee's agents or employees.

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In the event that any alterations, additions repairs or acts of any kind shall be required to be done in connection with the premises or any part thereof, either voluntarily by Lessee or under the provisions of any law, ordinance or rule now in force or hereafter enacted by municipal, state or national authority, the same shall be made at the cost and expense of lessee, and only with the written consent of the lessor first obtained by lessee; and unless otherwise provided by written agreement, all additions to, improvements and alterations of, the premises, except removable furniture and trade fixtures shall become part of the realty and be the property of lessor, and shall remain upon and be surrendered with the premises. Lessee, in making any alterations, additions or repairs in or to the said premises or any part thereof at any time during the term or this lease shall save the lessor harmless from any liability therefor or in connection therewith; and in connection with the making of such alterations, additions or repairs, Lessee shall post such notices of non-responsibility as required by law and which will protect the lessor from responsibility for said alterations, additions or repairs, and as will protect said premises from liens for work performed or materials furnished in connection with the said alterations, additions or repairs. In the event that Lessee employs any person or persons to make said alterations, repairs or additions, in or to said premises or any part thereof, Lessee shall fully insure all such employees under the terms and as required by the Workmen's Compensation Act and as required by all other laws of the State of California.

Lessee further agrees that he shall not bring, maintain or keep dogs, cats or other animals upon, in front of, within or adjacent to the demised premises nor permit same by others entering the premises by permission of the Lessee, Lessee's patrons or customers excepted. Any violation of this provision or failure of performance of the agreements in this paragraph on the part of Lessee to be kept and performed shall be deemed a material breach of this lease.

13. If, by fire, flood, explosion earthquake, public enemy, riot, civil commotion, or act of God, the premises during the term shall be:

(1) Destroyed, this lease shall cease and terminate;
(2) Damaged in excess of forty (40) per cent, this lease, at the option of the Lessor, to be exercised by notice to Lessee in writing, shall cease and terminate;

(In the event of either such termination this lease shall be of no further force or effect, except for rents due or covenants broken, and Lessee within ten (10) days from such destruction or termination, shall surrender the premises and remove therefrom.)

(3) Damaged to an extent less than forty (40) per cent (or in excess of forty (40) per cent and Lessor shall not exercise his option to terminate this lease), Lessor shall repair the premises with due diligence, and this lease shall continue in full force and effect, subject only to a reduction in rental from the date of such damage and until the repairs have been completed. The reduction in rental shall be based on the proportion which the floor area damaged (excluding damage caused by water used in extinguishing fire) bears to the total floor area of the premises.

The term "destroyed" as used herein shall be construed to mean the destruction of the safe, tenantable use or occupancy of the entire building in which the premises are located or of that portion thereof hereby leased. The term "damaged in excess of forty (40) per cent" shall be construed to mean such damage to such building, or to that portion hereby leased (excluding damage caused solely by water used in extinguishing fire) as will require an expenditure in excess of forty (40) per cent of the market value (prior to the damage) of the building, or that portion thereof hereby leased, in order to make repairs.

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In the event that any dispute shall arise between the parties as to whether the premises have been either destroyed or damaged in excess of forty (40) per cent or as to the proportion of the floor area damaged within the meaning of the foregoing paragraph, such dispute shall be decided by two arbitrators, to be appointed one by Lessor and one by Lessee. If such arbitrators cannot agree within ten (10) days, they shall appoint a third arbitrator. The decision of any two of such arbitrators or if no two can agree then of the third arbitrator alone, shall be final. If either party fail to appoint his arbitrator within five (5) days after notice requiring him to do so, the arbitrator appointed by the other party shall be deemed to be appointed by and shall act for both parites and his decision shall be final. All appointments, decisions, and notices required hereby shall be in writing. Each party shall pay the expenses of the arbitrator appointed by him, and all other expenses of the arbitration shall be borne by both parties equally.

The provisions of Subdivision 2 of Section 1932 of the California Civil Code, and of Subdivision 4 of Section 1933 of that Code, shall not apply to this lease, and Lessee waives the benefit of such provisions.

14. Lessee will permit Lessor and its agents to enter into and upon the premises at all reasonable times for the purpose of inspecting the same, or for the purpose of protecting owner's reversion, or to make alterations or additions to the premises or to any other portion of the building in which the premises are situated, without any rebate of rent to Lessee for any loss

of occupancy, quiet enjoyment of the premises, or damage, injury or inconvenience thereby occasioned, and will permit Lessor at any time within thirty (30) days prior to the expiration of this lease to place upon the premises any usual or ordinary "To Let" or "To Lease" signs, and to bring upon the premises, for purposes of inspection or display, prospective tenants or purchasers thereof.

15. The Lessor shall not be liable to Lessee or to any other person or persons whomsoever for any injury or death to persons or damage to property occurring in or upon the demised premises or the sidewalks or curbs adjacent thereto from any source or for any reason whatsoever, and without limiting the generality of the foregoing whether caused by water leakage of any character from the roof, sidewalls, or any other portion of the premises or whether caused or occasioned by theft, fire, earthquake, riot, act of war, or the bursting, leaking or overflow of water or waste pipes, tanks, drains, or from electricity, gas or gasoline, oil, chemicals, combustibles, and explosion or from any cause whatsoever; the lessee agrees to exercise all reasonable and necessary care and diligence in the use of demised premises and all activities conducted thereon and will protect, indemnify and save the lessor harmless from any liability to any person or persons for bodily injury or death or for damage to or destruction of property arising in or about the building or said premises or any part thereof, or in or about the sidewalks and curbs adjacent thereto or in and about the entrances to and exits from said premises, whether said liability shall be due to or caused by the act, neglect, fault or omission of any duty with respect to the same by lessee or to the act, neglect, fault or omission of any duty with respect to the same by any of lessee's employees, sub-tenants, guests, patrons, visitors, members of the public or any other person.

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16. In addition to the rents herein reserved, Lessee agrees to furnish and pay promptly for all gas and electricity, ~~supplied~~ and water to the demised premises. Further, Lessee shall pay for garbage disposal and ~~water~~ sewer provided by Lessor which shall be billed to Lessee by Lessor, or by Lessor's agent.

17. Lessor reserves unto itself the exclusive right to the roof, and to all exterior walls of the premises, and access thereto, and the same are not covered by this lease, and Lessee agrees that no signs, advertisements or notices whatsoever shall be inscribed, painted, affixed or displayed on, to or in any part of the outside or inside of said walls or on the roof, of the premises without the written consent of Lessor. Any signs so placed on the premises shall be so placed upon the understanding and agreement that Lessee will remove same at the termination of the tenancy herein created and repair any damage or injury to the premises caused thereby, and if not so removed by Lessee then Lessor may have same so removed at Lessee's expense.

18. All notices to be given between the parties hereto shall be in writing and served personally or by depositing the same in the United States Mail, postage prepaid and registered and addressed to Lessor at its office and to Lessee at the premises, whether or not Lessee has departed from, abandoned or vacated the premises.

19. Lessee agrees that should Lessee fail to pay any part of the rental herein reserved or any other sum required by Lessee to be paid to Lessor, or should Lessee default in the performance of

any other covenants or conditions on Lessee's part herein contained to be kept and performed, Lessor shall have the right to

(1) Terminate this lease and Lessee's right to possession of the demised premises in which event, upon termination, Lessor shall have the right to recover from the Lessee (a) the worth at the time of award of the unpaid rent which had been earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate the Lessor for all the detriment proximately caused by the Lessee's failure to perform Lessee's obligations under this lease or which in the ordinary course of things would be likely to result therefrom· or (2) have this lease continue in effect for so long as the Lessor does not terminate this lease and the Lessee's right to possession of the demised premises, in which event the Lessor shall have the right to enforce all of Lessor's rights and remedies under this lease, including the right to recover the rent as it becomes due under this lease. The foregoing remedies of Lessor shall not be exclusive, but shall be cumulative and in addition to all remedies now or hereafter allowed by law or as allowed elsewhere in this lease.

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Lessee hereby irrevocably appoints Lessor as agent and attorney in fact of Lessee, to enter upon.the premises, in the event of default by Lessee in the payment of any rent herein reserved, or in the performance of any term, covenant, or condition herein contained to be kept or performed by Lessee, and to remove or sell any and all furniture and personal property whatsoever situated upon the premises, and to place such property in storage for the account of and at the expense of Lessee. In the event that Lessee shall not remedy a default in the payment of any rent herein reserved or remedy a default in the performance of any term, covenant or condition herein contained to be kept and performed by Lessee, or if Lessee shall fail to pay the cost of removal and storage of all of such property, Lessor may sell any or all of such property, at public sale, after storing same for thirty (30) days, in such manner and at such times and places as Lessor in his sole discretion may deem proper, without notice to Lessee or any demand upon Lessee for the payment of any part of such charges or the removal of any such property, and shall apply the proceeds of such sale first to the cost and expenses of such sale, including reasonable attorney's fees actually incurred; second, to the payment of the costs of or charges for removing and storing any such property; third, to the payment of any other sums of money which may then or thereafter be due to the Lessor from Lessee under any of the terms hereof; and fourth, the balance, if any, to Lessee.

Lessee hereby waives all claim for damages that may be caused by Lessor's re-entering and taking possession of the premises or removing and storing furniture and property, as herein provided and will save Lessor harmless from loss, costs or damages occasioned Lessor thereby, and no such re-entry shall be considered or construed to be a forcible entry as the same is defined in the Code of Civil Procedure of the State of California.

In case Lessor shall bring suit to recover any rent due hereunder or for breach of any covenant of this lease, or to recover possession of the premises, and shall recover in the suit, or if Lessee shall bring any action for any relief against Lessor, declaratory or otherwise, arising out of this lease and Lessor shall prevail in such action Lessee agrees to pay Lessor a reasonable attorney's fee which shall be taxed by the court as part of the costs of such action.

20. Lessor's failure to take advantage of any default or breach of covenant on the part of Lessee shall not be or be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument, be construed to waive or to lessen the right of Lessor to insist upon the performance by Lessee of any term, covenant, or condition hereof, or to exercise any rights given him on account of any such defualt. A waiver of a particular breach or default shall not be deemed to be a waiver of the same or any other subsequent breach or default.

21. Lessee agrees to surrender the premises at the termination of the tenancy herein created, in the same condition as herein agreed they have been received, reasonable use and wear thereof and damage by the act of God or by the elements excepted, and upon the surrender of the premises, either at the expiration of the term or otherwise, Lessee agrees to remove all rubbish from the premises, and if not so removed by Lessee, Lessor may have the same removed at Lessee's expense.

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22. The words "Lessor" and "Lessee" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. If there be more than one Lessor or Lessee the obligations hereunder imposed upon Lessor or Lessee shall be joint and several.

23. ~~In addition to any other payments required by lessee to be made to Lessor under the terms of this lease, Lessee agrees to pay to Lessor, monthly, a sum equal to 1 cent per square foot of the demised premises, which sum Lessor agrees to use for preserving and maintaining all parking areas: planting and caring for landscaping; and maintaining lighting in the parking area.~~

24. During the term of this lease, and any extension thereto, or during any holdover period, Lessee, in addition to all other sums agreed to be paid hereunder shall pay to Lessor a proportion of all increases in real property taxes assessed against the entire Rivervend Shopping Plaza (Yolo County Assessor's Parcel #10-320-23) over and above the real property taxes assessed against the said Riverbend Shopping Plaza for the tax year 1974-1975. Lessee's proportion of said increased taxes shall be that percentage expressed in this paragraph, to-wit 11.26 % which is calculated from that proportion which the net rentable area of Lessee's demised premises bears to the net rentable area in all buildings in the entire Riverbend Shopping Plaza. Said proportionate increase which Lessee is required to pay shall not include penalty, interest or other costs accruing by reason of Lessor's failure to pay said taxes when due, and Lessee agrees to pay the said proportion of said increased taxes within fifteen (15) days after presentation by Lessor to Lessee of receipted tax bills or duplicates thereof. Further, Lessee agrees to pay any and all taxes and assessments levied during any period described in this paragraph upon or against all furniture, fixtures, equipment, and other personal property installed or located

within the demised premises, or upon or against all alterations, additions or improvements of any nature, if made by Lessee to the demised premises.

~~25. During the term of this lease, Lessee, in addition to all~~ other sums agreed to be paid hereunder, shall pay to Lessor, monthly, a sum equal to nine (9) percent of the monthly operating cost of utilities and services furnished by Lessor to the building in which the demised premises are located, to-wit: gas and electricity (for heating and air-conditioning, and for interior mall and exterior building lights) fees for trash disposal, sewer and water charges, and janitorial and security services for the interior mall and exterior of the said building. All janitorial services for the premises demised to Lessee will be provided by ~~Lessee at Lessee's sole cost and expense.~~

INITIAL

26. Lessee covenants and agrees that in addition to all other sums that have become or will become due, pursuant to the terms of this lease, Lessee will pay to Lessor a late charge of $50.00 as additional rent, for each payment of rent, or part thereof, more than ten (10) days in arrears and $ 75.00 as additional rent, for each payment of rent, or part thereof, more than thirty (30) days in arrears.

Micro Fiched

27. If any part of the premises shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible of occupation hereunder, this lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that Lessee shall be required to pay for the remainder of the term only such portion of such rent as the value of the part remaining after the condemnation bears to the value of the entire premises at the date of condemnation; but in such event Lessor shall have the option to terminate this lease as of the date when title to the part so condemned vests in the condemnor. If all of the demised premises be taken or condemned so that there does not remain a portion susceptible for occupation hereunder this lease shall thereupon terminate. If a part or all of the demised premises be taken or condemned all compensation awarded upon such condemnation or taking shall go to Lessor and Lessee shall have no claim thereto, whether such compensation is for land taken or damaged, or improvements taken or damaged, or fixtures or personalty taken or damaged, or for any inherent bonus or other value of the lease itself or any interest in Real Property said lease creates. Lessee hereby irrevocably assigns and transfers to Lessor any right to compensation or damages to which Lessee may become entitled during the term hereof by reason of the condemnation of all or a part of the demised premises.

28. Lessee shall maintain in full force and effect during the term of this lease public liability and property damage insurance in the sum of at least $100,000.00 for injury to or death of any one person, and in the sum of at least $300,000.00 for injury to or death of more than one person, and in the sum of at least $25,000.00 for damage to property. Lessee shall upon the commencement of the term of this lease, deliver to Lessor the certificate or certificates of an insurance carrier or carriers showing the existence of such insurance, and such certificate or certificates shall contain a provision that the insurance coverage will not be cancelled nor the principal amount thereof reduced without thirty (30)days' prior written notice thereof to Lessor by Registered

Mail or personal service. At least thirty (30) days prior to the expiration of any such insurance policy or policies, a certificate or certificates showing that such insurance coverage has been renewed or extended shall be delivered to Lessor. All of such insurance policies shall insure the performance by Lessee of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property as contained in Paragraph 15 hereof.

All of the insurance provided for under this Paragraph 28, and all renewals thereof shall be issued by such good, responsible and standard companies and in such form as is approved by Lessor. Upon the issuance, each such policy or a duplicate or certificate thereof shall be delivered to Lessor for retention by it.

29. During the term hereby created and any renewals or extensions thereto, the Lessor reserves to itself, its successors and assigns, the exclusive right to all of the parking area in the shopping center of which the demised premises is a part, and without limiting the foregoing generality, Lessor further reserves to itself, its successors and assigns, the exclusive right to all sidewalks, driveways, pedestrian malls, ingress to and egress from said parking area, all and singular parking stalls, parking facilities, light standards and all other common areas in the shopping center which are intended for the use and convenience by the general public.

Micro Fiche

Further, Lessor reserves to itself, its successors and assigns, the exclusive right to increase or decrease the number of parking stalls, construct buildings or other structures in or upon the said parking area, relocate entrances to and exits from the said parking area, repair, reconstruct or replace sidewalks, driveways, pedestrian malls, common areas, light standards, and generally do any and all of those things in the areas designated in this Paragraph 29 which Lessor, in its sole discretion deems to be necessary or desirable, and Lessee hereby expressly consents to the exclusive rights reserved to Lessor herein and agrees to save Lessor harmless from damages resulting from Lessee's loss in business or decrease in gross receipts arising out of any acts of Lessor in or upon said parking area and other designated areas, and Lessee further agrees that the estate granted herein does not pass with it an implied easement, in favor of Lessee, for parking for the general public or for access to Lessee's business, or implied easement of exposure of Lessee's demised premises to the parking area or public roads, or an implied easement of any nature in said parking area and other areas designated herein.

All of said areas and rights exclusively reserved unto Lessor in this Paragraph 29 shall also be subject to all prior rights and easements of the County and State wherein said areas are situated, and shall also be subject to all rules, regulations, ordinances and laws which may hereafter be enacted by the County, State or Federal Government or any Agency thereof; and any tax, rental or surcharge, or other imposition assessed or placed upon Lessor by any of the said governmental authorities in connection with the said areas or the use thereof shall be borne ratably and paid by Lessee in addition to the rental herein reserved. Lessee's ratable share of any such tax, rental, surcharge or other imposition shall be determined by the same proportion which the net rentable area of Lessee's demised premises bears to the net rentable area of all buildings in the Riverbend Shopping Plaza.

30. On March 1, 1977, the minimum rental as set forth in Paragraph 6 herein shall be adjusted upward for the ensuing ~~twenty-four (24)~~ months in the same percentage proportion that the Consumer Price Index of the Bureau of Labor Statistics of the U. S. Dept. of Labor -- All Items -- 1967= 100 for the San Francisco-Oakland Bay Area, for the month of January 19,77 shall have increased over the Price Index for January 1975

INITIAL

On March 1, 1979, the minimum rental as set forth in Paragraph 6 herein shall be adjusted upward for the ensuing twenty-four (24) months in the same percentage proportion that the Consumer Price Index of the Bureau of Labor Statistics of the U. S. Dept. of Labor--All Items--1967-100 for the San Francisco-Oakland Bay Area, for the month of January, 1979 shall have increased over the Price Index for January 1975.

INITIAL

Micro Fiched

~~that time is of the essence in the giving of such notice.~~

32. Lessee agrees that this Lease and all rights hereunder is subordinate to the lien of any existing or future mortgage, deed of trust or other voluntary hypothecation arising out of any security instrument duly executed by Lessor and charged against the land, the demised premises, and the building or any portions thereof which the demised premises are a part.

33. In case suit is brought by either party because of the breach of any term, covenant or condition herein contained, the prevailing party shall be entitled to recover against the other party a reasonable attorney's fee to be fixed by the Court.

34. Time is of the essence of this lease.

35. Subject to the provisions hereof relating to assignment and subletting, this lease is intended to and does bind the heirs, executors, administrators, successors and assigns of any and all of the parties hereto.

Paragraphs 36 through 40 is attached hereto and made a part hereof prior to the execution of this lease.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

LESSOR:	LESSEE:
G. W. WILLIAMS COMPANY	COUNTY OF YOLO
BY: [signature]	BY: Betsy C. Marchand
	CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

Approved as to Form
Dated
County Counsel of Yolo County

36. The Lessor, at its sole cost and expense, shall provide adequate air conditioning using the existing duct system. The owner warrants that the existing heating, plumbing, electrical fixtures, and outlets will be in working order upon the date of occupancy.

37. Lessor, at its sole cost and expense, will provide a sign that in location and design will be similar to those existing for other tenants in the strip area of Riverbend Shopping Center. The wording will be "Yolo County".

38. The Lessee, at its sole cost and expense, will remodel the interior of the demised premises; the work will consist of, but is not limited to:

1. Install 8' to 9' high movable partitions.
2. Install carpet.
3. Add to existing restrooms.
4. Paint the walls.

Included in the plans and specifications will be the architectural or decorating scheme for the treatment of the front windows of the demised premises.

Micro Fiched

Before the Lessee commences the remodeling work, the Lessee must submit written plans and specifications to the Lessor. Upon written approval to do so, the Lessee may then commence remodeling work.

39. Notwithstanding Paragraph 29 of this lease, the Lessee agrees to require its employees to park in areas which will be designated by the Lessor. Lessee acknowledges that the Lessor may change the parking locations from time to time.

40. Upon the execution of this lease by both parties and the approval of the Lessee's remodeling plans in writing by the Lessor, the Lessee shall have the right to enter the demised premises early to commence remodeling work. In no event shall the early entry commence prior to March 1, 1975. In the event the Lessee's office employees occupy the demised premises prior to April 1, 1975, Lessee agrees to pay rent for such occupancy during the month of March on a per diem rate of $56.87.

As provided for in Paragraph 5 of this lease, the lease will commence on April 1, 1975 whether or not the remodeling work which shall be done by the Lessee will be completed.

INITIAL

FILED
MAR - 5 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. ROGERS
Deputy

AGREEMENT NO. 75- 68

(Agreement Renewing Agreement No. 72-236 as Amended and Renewed by Agreement No. 73-203 with Amendments and Additional Terms and Provisions to Provide Certain Psychiatric Services)

THIS AGREEMENT made and entered into this 24th day of February, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and WOODLAND CLINIC MEDICAL GROUP, a co-partnership, hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

WHEREAS, the parties hereto wish to renew Agreement No. 72-236 as renewed and amended by Agreement No. 73-203, and add certain terms and provisions to specify the maximum amount payable to CONTRACTOR,

NOW, THEREFORE, IT IS AGREED as follows:

1. Paragraph 1 of Agreement No. 73-203 hereby is amended as follows:

Paragraph 5 on Pages 2 and 3 of Agreement No. 72-236 is hereby amended to add Subparagraph D thereto, as follows: D. The maximum payments from COUNTY to CONTRACTOR during the term of this Agreement shall be a sum not to exceed Twenty-One Thousand Dollars ($21,000.00) with no monthly installment limit.

2. Subparagraph A of Paragraph 5, on Page 3 of Agreement No. 72-236 is hereby amended as follows: Such compensation shall be determined on the basis of those unit values set forth in the 1969 Relative Value Studies, published by the California Medical Association employing the conversion factor of $0.80.

3. This Agreement may be terminated by either party upon thirty (30) days' written notice of intention to terminate. This Agreement shall be terminated concurrently with any written notice

to CONTRACTOR or COUNTY of a determination by the State Department of Health that CONTRACTOR is not complying with the requirements of law or State Department of Health regulations in regard to staffing minimums or services resulting in the loss of reimbursement to COUNTY for contract expenditures to CONTRACTOR as provided by law. Unless so terminated, the term of this Agreement is from July 1, 1974 until June 30, 1975.

4. All other provisions of said Agreement No. 72-236 as amended by Agreement No. 73-203 which are not inconsistent herewith are hereby incorporated herein by this reference.

5. That prior to the execution of this Agreement, and in contemplation of the execution of this Agreement, CONTRACTOR has performed services; COUNTY shall compensate CONTRACTOR for same upon submission of claim countersigned by the Director of the Department of Health.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A Rodgers
DEPUTY

WOODLAND CLINIC MEDICAL GROUP, a co-partnership

BY Lawrence T. Rollins M.D.
LAWRENCE T. ROLLINS, M.D.

C P Thomson
CAPTAIN P. THOMSON, Program Chief
Mental Health Services

FILED
MAR - 7 1975
LAURENCE K. HANSEN, Clerk
By ... Deputy

AGREEMENT NO. 75-69

(Psychiatric Services Agreement)

THIS AGREEMENT made and entered into this 24th day of February, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and B. KENT WILSON, M.D., hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

1. CONTRACTOR agrees to provide to COUNTY during the term of this Agreement the psychiatric services hereinafter described to patients referred to CONTRACTOR by the Yolo County Mental Health Service, hereinafter referred to as SERVICE, in accordance with the Local Inpatient, Partial Hospitalization and After-hours Emergency Service elements of the Yolo County Short-Doyle Plan, all under the direction of and in accordance with utilization review procedures developed by the Program Chief of SERVICE.

2. CONTRACTOR is certified or eligible for certification in psychiatry by the American Board of Psychiatry and Neurology.

3. The services provided hereunder shall include the following:

A. Direct psychiatric evaluation and treatment at Woodland Memorial Hospital and Yolo General Hospital of inpatients, day patients, and emergency patients referred by SERVICE. Except for emergency patients, such evaluation and treatment shall be provided only to patients who have been screened and referred to CONTRACTOR by SERVICE. In the case of emergency patients, evaluation and treatment may be provided in the absence of such screening and referral; however, as soon as practicable, such patients shall be referred to SERVICE for such screening. Said

emergency treatment shall be provided according to a schedule of rotation established by the Chief of the Department of Psychiatry, Woodland Memorial Hospital. Following his evaluation, CONTRACTOR shall communicate his findings to the Program Chief of SERVICE and the source referring the patient to SERVICE. CONTRACTOR shall follow with a consultation letter when appropriate.

B. Psychiatric consultation to other members of the professional staff of Woodland Memorial Hospital and Yolo General Hospital to assist them in their management of emotionally disturbed patients at Woodland Memorial Hospital and Yolo General Hospital.

C. Consultation consisting of preparation for and testimony at hearings in guardianship, conservatorship, or involuntary treatment proceedings arising out of psychiatric evaluation and treatment provided under this Agreement.

Micro Fiched

D. Attendance at staff meetings, completion of all patient forms and medical records with sufficient information to assist another staff member at a future contact and to enable CONTRACTOR to maintain such records and provide such statistical reports as may be required by State agencies or their delegates to enable COUNTY to qualify for State funding of SERVICE, and services required to implement the utilization review procedures developed by the Program Chief of SERVICE.

4. CONTRACTOR agrees to maintain such records and to provide to COUNTY such periodic reports as required to enable COUNTY to satisfy the record-keeping, reporting and claim requirements of State agencies in connection with the Short-Doyle Program, and to submit to COUNTY monthly itemized claims for compensation.

5. COUNTY agrees to pay compensation to CONTRACTOR for all services rendered pursuant to this Agreement measured solely by the extent of evaluation and treatment and consultation services set forth in Sub-paragraphs A, B and C of Paragraph 3 above

which satisfy the utilization standards of the Short-Doyle Program as follows:

A. Such compensation shall be determined on the basis of those unit values set forth in the 1969 Relative Value Studies, published by the California Medical Association employing the conversion factor of $0.80.

B. Such compensation shall be reduced by such amounts CONTRACTOR is determined entitled by SERVICE screening to charge to the patient under COUNTY'S Short-Doyle Program eligibility standards, patient's insurance coverage, to the Medicare program, and to the Medi-Cal program.

Micro Fiched

C. COUNTY shall pay such amounts CONTRACTOR has charged to patients as remain on CONTRACTOR'S books six months after service was rendered, however, and collections thereon received by CONTRACTOR thereafter shall be credited against compensation due under this or successor agreements.

D. The maximum payments from COUNTY to CONTRACTOR during the term of this Agreement shall be a sum not to exceed Four Thousand Dollars ($4,000.00), with no monthly installment limit.

6. CONTRACTOR agrees to save COUNTY harmless from all claims for damages arising out of and in the course of the provision of services under this Agreement and shall defend any suit against COUNTY that may arise therefrom. CONTRACTOR agrees that he shall be covered by liability insurance providing malpractice and professional service coverage with policy limits of at least $1,000.000.00, comprehensive automobile liability coverage with limits of at least $100,000.00 for each person and $300,000.00 for each occurrence.

7. This Agreement may be terminated by either party by giving thirty (30) days' written notice of intention to terminate. This Agreement shall be terminated concurrently with any written

notice to CONTRACTOR or COUNTY of a determination by the State Department that CONTRACTOR is not complying with the requirements of law or State Department Regulations in regards to staffing minimums or services resulting in the loss of reimbursement to COUNTY for contract expenditures to CONTRACTOR as provided by law. Unless so terminated, this Agreement shall remain in full force and effect commencing on January 1, 1975, and ending June 30, 1975.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty C. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete C. Lucas
DEPUTY

(SEAL)

Micro Fiched

BY B K Wilson, MD

C P Thomson
Captane P. Thomson, M.D.

FILED
MAR - 7 1975
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

BK.

AGREEMENT NO. 75-70

(Agreement with Psychiatrist for Services)

THIS AGREEMENT made and entered into this 24th day of February, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and B. KENT WILSON, M. D., hereinafter called CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. CONTRACTOR is a physician who has passed his board examinations and is licensed to practice in the State of California, and is a certified specialist in psychiatry.
2. COUNTY has the need for said services of such a psychiatrist for a limited period of time.
3. CONTRACTOR agrees to perform the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. Description of Work. The services to be performed by CONTRACTOR shall include the following:
   A. Psychiatric evaluation of assigned patients to determine appropriate treatment and administer or direct the administration of the treatment in a manner acceptable to the Program Chief, Mental Health Services, hereinafter referred to as Program Chief.
   B. Preparation and review of clinical records.
   C. Personal participation in individual and group therapy sessions.
   D. Prescription and dispensation of medication to patients.
   E. Preparation of comprehensive records and reports as

necessary for COUNTY.

F. Psychiatric consultation to other members of the professional staff of COUNTY Mental Health Services, Woodland Memorial Hospital and Yolo General Hospital to assist them in their management of emotionally disturbed patients of COUNTY at those locations.

G. Consultation pertaining to and preparation for testimony, and testifying at hearings in guardianship, conservatorship, or involuntary treatment proceedings arising out of psychiatric evaluation and treatment provided under this agreement as requested by the PROGRAM CHIEF. The services are to be performed at any of the Mental Health Services offices of COUNTY as requested by the PROGRAM CHIEF.

Micro Fiched

2. Payment. CONTRACTOR shall be paid the sum of THIRTY-FIVE ($35) DOLLARS per hour for a maximum of eight (8) hours per week for the services to be performed under this contract. Said payment shall be made by COUNTY to CONTRACTOR monthly upon submission of a claim to COUNTY countersigned and approved by the PROGRAM CHIEF setting forth hours and time spent.

3. Relationship of Parties. CONTRACTOR is not an agent or employee of COUNTY for any purpose, but an independent contractor. It is further understood that CONTRACTOR is free to contract for similar services to be performed for others while he is under contract with COUNTY.

4. Liability. CONTRACTOR will maintain, for the duration of this agreement, a policy of malpractice insurance in the amount of $1,000,000/3,000,000. CONTRACTOR agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability, or loss arising in any way out of the performance of this agreement.

5. Term. The term of this agreement is from February 1, 1975 until the close of business on the 30th day of June, 1975.

6. Termination. Either party may terminate this contract upon delivery to the other party of thirty (30) days' written notice of such termination.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

B. Kent Wilson MD
B. KENT WILSON, M.D.

C P Thomson
Captane P. Thomson, M.D.

62-2111 2-73 RE

YOLO COUNTY AGREEMENT NO. 75-71

AFTER RECORDING RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Department
77 Beale Street
San Francisco, California 94106
Attn: Title Administration Unit

Location: City/Unincorporated
Recording Fee
Documentary Transfer Tax $
☐ Computed on Full Value of Property Conveyed, or
☐ Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

FOR RECORDER'S USE ONLY

Micro Fiched

EASEMENT

FILED
MAR - 3 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
DEPUTY

YOLO COUNTY, a public body of the State of California

first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, and PACIFIC TELEPHONE AND TELEGRAPH COMPANY, a California corporation,

second party, the right from time to time to construct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the _____ County of Yolo, State of California, described as follows:
APN: 40-19-06

The east half of the southwest quarter of Section 34, Township 9 North, Range 1 East, M.D.B.& M.

Said facilities shall consist of:

Such poles, aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cables, fixtures, and appurtenances, as second party deems necessary located along the route described as follows:

Beginning at a point in an existing line of poles erected on said lands under and by virtue of the unrecorded deed from the County of Yolo to Pacific Gas and Electric Company, dated October 15, 1969, and running thence North 00°17' West 600 feet, thence North 89°42' West approximately 279 feet to a point within said lands; said point of beginning bears North 59°30'44" East 2200.4 feet distant from the found standard Yolo County monument accepted as marking the section corner common to Sections 33 and 34 of Township 9 North, Range 1 East, M.D.B.& M. and Sections 3 and 4 of Township 8 North, Range 1 East, M.D.B.& M.

GRANTOR'S COPY AND MAP
DO NOT RETURN TO P.G.&E.
RETAIN FOR YOUR RECORDS.

Second party shall also have the right to trim _____
and clear away or otherwise control any trees or brush along said _____
_____
facilities whenever considered necessary for the complete enjoyment of the rights hereby granted.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Micro Fiched

IN WITNESS WHEREOF first party has executed these presents this 3rd day of March, 19 75. YOLO COUNTY, a public body of the State of California

By:
Its: Betsy A. Marchand
And By:
Its: CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

Executed in the presence of:

_____
WITNESS

Prepared SAB
Checked AMS

WO 4-1925-G DSC 22081-H
SA-1207, Sht 2 of 3, L-15 PT 02662
T9N, R1E, MDB&M
Sec. 34, SW 1/4 All
11-12-75

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On March 3, 1975, before me, the undersigned, County Clerk of the County of Yolo, personally appeared BETSY A. MARCHAND, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a Minute Order & Agreement of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara Rodgers

RECEIVED
FEB - 6 1975
LAURENCE K. DENGLER, Clerk
By _____ Deputy

FILED
AUG 6 1974
COUNTY CLERK
By _____ Deputy

AGREEMENT NO. 75-72

THIS AGREEMENT made and entered into this 3rd day of March, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as LANDLORD, and DUANE CHAMBERLAIN, hereinafter referred to as TENANT,

Micro Fiched

W I T N E S S E T H:

1. LEASE. LANDLORD hereby leases to TENANT and TENANT hereby hires from LANDLORD, on the terms and conditions hereinafter set forth, the real property described in Exhibit "A" attached hereto and incorporated herein by reference thereto.

2. TERM. The term of this lease shall be for one (1) year commencing on the 1st day of August, 1974, and terminating on the 31st day of July, 1975. At the end of said term, TENANT shall retain rights of possession of lands in growing crops until said crops are harvested.

3. USE. All of the real property described in this lease is to be used for the sole purpose of growing crops of oats-hay.

4. RENT. TENANT shall pay to LANDLORD a minimum annual rent in the sum of TWO THOUSAND FOUR HUNDRED ($2,400) DOLLARS, or 25% of the gross receipts from sale of said crop, whichever is greater.

Said payment shall be made by TENANT within thirty (30) days of the execution of this agreement.

5. TAXES. LANDLORD shall bear the cost or charge of possessory interest taxes levied upon real property. Upon receipt of each tax bill or statement for such possessory interest taxes, TENANT shall pay said tax promptly and without default, and shall thereupon obtain reimbursement from LANDLORD upon

presentation to it of said paid tax bill.

6. DISCLAIMER OF WARRANTY. LANDLORD expressly disclaims any warranty of soil suitability for growing any crop.

7. WATER. LANDLORD expressly disclaims any warranty whatsoever of availability, quantity, or quality of water in or upon or available to the real property which is the subject of this lease.

Micro Fiched

8. ENTRY BY OWNER. TENANT shall permit LANDLORD, and LANDLORD's agents and assigns, at all reasonable times, to enter the leased premises and to use the roads established on the premises now or in the future, for the purposes of inspection, compliance with the terms of this lease, exercise of all rights under this lease, posting notices, to survey the land, and all other lawful purposes.

9. RECORDS. TENANT shall make and keep pertinent records of all operations and conduct under this lease and shall make them available to LANDLORD and LANDLORD's agents and assigns at all reasonable times for inspection.

10. WARRANTY OF USE. TENANT agrees to farm said land in the crop of oats-hay only, using good husbandry practices, and to make diligent effort to prevent the spread of all noxious weeds and rodents and other verterbrate pests on the leased premises during the term of this lease. TENANT agrees to make diligent effort to prevent infestations of insects or organisms that may produce disease in plants or animals and that may come onto or develop on the premises during the term of this lease and that might damage crops grown on the premises after the term. On default of the TENANT to do so, LANDLORD reserves the right, after having given ten (10) days' notice to take necessary remedial measures at TENANT's expense for which TENANT agrees to reimburse LANDLORD upon demand.

11. WASTE. TENANT shall not commit or permit others to commit

on the premises waste or nuisance or any other act that could disturb the quiet enjoyment of LANDLORD or any other tenant of LANDLORD on reserved or adjacent property.

12. EXCULPATORY CLAUSE. TENANT covenants to defend, and hold LANDLORD free and harmless from any and all claims, causes of action, or liability for damages arising from any act or cause causing injury to persons or property of any kind owned by anyone, including TENANT, while in, upon, or in any way connected with the leased premises during the term or any extension of this lease or any occupancy under this lease.

Micro Fiched

13. SUBLEASE OR ASSIGNMENTS. TENANT shall not assign or sublease any part or portion of the leased premises without the prior written consent of LANDLORD.

14. RE-ENTRY BY LANDLORD. LANDLORD shall have the power and privilege to re-enter and terminate this lease at any time during the term of this lease, upon thirty (30) days' notice to TENANT, and as to any part or portion of the premises leased, as it may require for use and expansion of use of the Yolo County Airport. Upon such re-entry and termination of this lease, TENANT shall be compensated only for loss of or damage to existing crops located upon the premises so re-taken. In the event the parties hereto disagree or dispute the value of said crop or the amount of such damages, then and in that event they shall apply to the Director of the Agricultural Extension Service for opinion; that said opinion of said person shall be binding upon the parties herein.

15. ADVANCES BY LANDLORD. In the event of TENANT's breach of any covenant of this lease, LANDLORD may, at any time, without notice, cure such breach for the account, and at the expense of TENANT. If TENANT at any time, by reason of such breach, is compelled to pay or elects to pay, any sum of money or to do any act that will require the payment of any sum of money,

or is compelled to incur any expense, the sum or sums so paid by LANDLORD with all interest, costs and damages shall be deemed to be additional rent under this lease and shall be due from TENANT to LANDLORD on the first day of the month following the incurring of such expenses.

16. CONDITIONAL LIMITATIONS. Each term and each provision of this lease performable by TENANT shall be construed to be both a covenant and a condition.

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17. INSURANCE. During the term of this lease, TENANT shall, at its own expense, maintain in full force, a policy or policies of public liability insurance insuring LANDLORD and TENANT against liability for injury for persons and property, and for death of persons arising from any accident, injury or damage occurring in, on, or about the premises, or any portion of them arising from any act, omission, or negligence of TENANT or its contractors, licensees, agents, servants, or employees. The liability under such insurance shall be not less than $100,000 for any one person injured, or killed, not less than $300,000 for any one accident, and not less than $50,000 for property damage.

18. ABANDONMENT. In the event TENANT abandons the premises or ceases to diligently farm same, LANDLORD may re-enter and terminate this lease as to any portion thereof, or the whole thereof, upon giving TENANT thirty (30) days' written notice.

19. NOTICES. All notices to be given to LANDLORD by TENANT shall be given in writing filed with the County Clerk, Courthouse, Room 104, Woodland, California, or by depositing the same in the United States mail, postage prepaid, and addressed to the County Clerk, P. O. Box 1098, Woodland, California 95695. Notices to TENANT shall be given in writing personally or by depositing the same in the United States mail, postage prepaid, and addressed to TENANT at the following address: 150 Lincoln

Avenue, Woodland, California 95695.

20. WAIVER. One or more waivers by LANDLORD of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. LANDLORD's consent to or approval of any act by TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent to or approval of any subsequent similar act by TENANT.

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21. CONSTRUCTION. The marginal headings or title to the paragraphs of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part of this lease.

22. BINDING ON SUCCESSORS. The terms and provisions of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of LANDLORD and TENANT.

23. TERMINATION UPON BREACH OF COVENANT.

A. LANDLORD at his option may terminate this lease on TENANT's breach of any term, condition, or covenant hereof, on giving thirty (30) days' written notice of such termination to TENANT.

B. TENANT may at his option terminate this lease on LANDLORD's breach of any term, condition, or covenant hereof, on giving thirty (30) days' written notice of such termination to LANDLORD.

24. TERMINATION AT OPTION OF LANDLORD. In the event LANDLORD, in the exercise of its sole discretion, determines that any part or portion, or the whole of the leased property, is necessary for airport uses, it may terminate this lease by declaration and re-take or re-enter upon such part or portion of the leasehold, or the whole thereof, upon giving TENANT sixty (60) days' notice of its intention to so re-enter. Upon such

re-entry at the end of said notice period, LANDLORD shall compensate TENANT only as to his actual out-of-pocket loss pertaining to growing crops located upon said portion of the leasehold. Save and except for such damages, TENANT hereby waives any and all claim or cause of action he may have for such re-taking.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the day and year herei nabove set forth.

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LANDLORD -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

TENANT -

Duane Chamberlain
DUANE CHAMBERLAIN

EXHIBIT A

All that real property, being a portion of Section 3, Township 8 North, Range 1 East, and a portion of Section 34, Township 9 North, Range 1 East, M. D. B. & M., situated in the County of Yolo, State of California, and being more particularly described as follows:

Parcel 1

All of the West one-half (½) of Section 34, Township 9 North, Range 1 East, as said West one-half (½) appears on that certain map or plat of Berry Vale Gardens, filed for record in Map Book 2, at Page 27, and all of blocks thirteen (13) and fourteen (14) as delineated on that certain map or plat of Lucern Farms, filed for record in Map Book 2, at Page 13, Yolo County Records.

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Parcel 2

All of the Northwest one-quarter (¼) and the Northerly 240.50 feet of the Southwest one-quarter (¼) of Section 3, Township 8 North, Range 1 East, M. D. B. & M.

Excepting therefrom the property which is presently under lease to Ernest Gaddini under Yolo County Agreement No. 74-204 executed September 23, 1974.

Excepting therefrom the property which is presently under lease to Albert Blanchard et. al. (Fixed Base Operators) under Yolo County Agreement No. 74-88 executed August 1, 1974.

Excepting therefrom the property designated in Yolo County Agreement No. 74-88 as public airport facilities including, but not limited to runways, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational and aviational aids and lighting facilities.

Excepting therefrom the property which is presently under lease to West Plainfield County Fire Protection District under Yolo County Agreement No. 68-28 executed May 10, 1965.

Excepting therefrom the property which is presently under lease to Yolo Sportsmen's Association under Yolo County Agreement No. 68-43 as amended by Yolo County Agreement No. 74-284 executed December 16, 1974.

Excepting therefrom the property released by Yolo Sportsmen's Association under Yolo County Agreement No. 74-284 executed December 16, 1974.

Book

(9)

YOLO COUNTY AGREEMENT NO. 75-73

FILED

JUN 16 1977

LAURENCE P. HENIGAN, Clerk

By DEBRA E. CONLEY DEPUTY

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Solano Project, California

LEASE OF FISHING ACCESS SITE
AT LAKE SOLANO IN YOLO COUNTY,
TO STATE OF CALIFORNIA, DEPARTMENT OF FISH AND GAME

THIS LEASE, made and entered into this 17th day of December, 1974, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, and pursuant to other pertinent statutes, between THE UNITED STATES OF AMERICA, as Lessor, acting by and through the Bureau of Reclamation, hereinafter styled the "Bureau," an agency of the Department of the Interior, and the STATE OF CALIFORNIA, acting by and through the Executive Officer, Wildlife Conservation Board, as Lessee, hereinafter styled the "State";

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WITNESSETH, THAT:

EXPLANATORY RECITALS

WHEREAS, the State desires to further develop an existing access site and to construct an access road, parking area, water supply and sanitary facilities on Lake Solano Reservoir area adjacent thereto, utilizing funds derived from the California Wildlife Restoration Fund; and

WHEREAS, such use is not inconsistent with Solano Project purposes; and

RECEIVED
JUN 16 1977
LAURENCE P. HENIGAN, Clerk
Deputy

WHEREAS, such use is compatible with the Management Agreement between the Bureau and Solano County covering the management of administration of recreation on the Lake Solano Reservoir area, under the terms of which Solano County and the Bureau have developed public outdoor recreation facilities along the Solano County shore of Lake Solano; and

WHEREAS, the fishing access facilities will be operated and managed by the County of Yolo pursuant to the terms of a new cooperative agreement to be entered into between the County and the State and approved by the Bureau;

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NOW, THEREFORE, the parties hereto agree as follows:

LEASED AREA

1. The Bureau hereby leases to the State Parcels 1 and 2 amounting to 30.37 acres, more or less, in Sections 25, 26, 35 and 36, T. 8 N., R. 2 W., in the county of Yolo, which are described as follows:

PARCEL ONE:

A parcel of land in the SW¼ of the SW¼ of Section 25, and in the SE¼ of Section 26, all in T. 8 N., R. 2 W., M.D.B.&M., containing an area of 17.38 acres of land, more or less, and more particularly described in Book 745 of Official Records, Yolo County, at page 293.

PARCEL TWO:

A parcel of land in the NW¼ of Section 36, T. 8 N., R. 2 W., M.D.B.&M., said County and State, described as follows: Beginning at a point on the southerly boundary of the northwest quarter (NW¼) of said Section 36; said point being distant South 88°59' West 109.1 feet along said southerly

Checked as to Engineering data

boundary from the southeast corner of the northwest quarter (NW¼) of said Section 36; running thence from said point of beginning, South 88°59' West 276.9 feet along said boundary to the centerline of Putah Creek; thence leaving said southerly boundary North 49°24' West 1313.2 feet along said centerline; thence North 31°23' West 1063.5 feet along said centerline; thence North 22°50' West 1009.3 feet along said centerline to a point on the northerly boundary of said Section 36; said point is South 88°45' East 404.2 feet along said northerly boundary from the section corner common to Sections 25, 26, 35 and 36, in said Township and Range; thence South 88°45' East 147.3 feet along said northerly boundary to the intersection thereof with the southwesterly boundary of State Highway No. 128; thence leaving said northerly boundary and running southeasterly along the southwesterly boundary of said highway the following bearings and distances; South 18°25' East 222.8 feet, South 17°56' East 333.6 feet, South 25°53' East 387.0 feet, South 36°53' East 419.6 feet, South 38°31' East 250.5 feet, South 29°45' East 200.4 feet, South 32°36' East 250.0 feet, South 60°13' East 217.8 feet, South 53°26' East 369.8 feet, South 56°54' East 300.2 feet to a point that is distant North 41°18' West 531.1 feet from the point of beginning; thence South 41°18' East 531.1 feet along said southwesterly boundary to the point of beginning, containing an area of 12.99 acres, more or less.

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The State hereby accepts responsibility for the development, administration, operation and maintenance of facilities and public access in the Lake Solano Reservoir area above described, which will be known as Putah Creek Public Access Extension.

PLANS TO BE PREPARED BY STATE

2. The State will prepare and submit to the Bureau for approval:

(a) Plan of Development for construction;

(b) Proposed Planting Plan which recognizes environmental conditions, minimizes the removal of plant material, and creates a development harmonizing with the surrounding area. Such plan will show treatment of scarred areas resulting from construction, erosion control, disposal of plants, rocks, and trees requiring removal and replacement with indigenous vegetation and adequate screening of facilities; and

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(c) A Cooperative Agreement, to be approved by the Bureau, between the State and County of Yolo for the maintenance of facilities. ~~XXXXXXXXXXXXXXXXXX~~ 105 11/8/77

EXCEPTIONS AND RESERVATIONS

3. The privileges herein granted to the State are subject to:

(a) Any and all existing rights, privileges, or interests in the lands described in article 1 to which the title of the Bureau may be subject, and the State agrees not to interfere with any such rights, privileges, or interests.

(b) All existing easements and rights-of-way, and easements or rights-of-way which may be acquired by the Bureau for highway, railroad, irrigation works, or any other purposes.

(c) The right of all properly authorized officers, assignees, agents, employees, licensees, permittees and lessees of the Bureau to enter upon the lands described herein without charge

for the purpose of enforcing, protecting, and exercising the rights reserved to the Bureau and protecting the rights vested in those not party to this lease.

COST REPORT

4. The State will furnish the Bureau, within 1 year after completion of construction, an itemized construction cost statement covering its expenditures. Construction cost statements will be provided after any additional construction phases are completed. The State will also furnish, within 60 days after receipt, a report of funds it may receive from the Land and Water Conservation Fund Act of 1965.

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TERM OF LEASE

5. This lease shall continue in effect for a period of 25 years from the date of execution unless sooner terminated as provided herein. The term may be renewed for an additional 25-year period by mutual agreement of the parties in writing prior to the termination date.

TERMINATION

6. This lease shall terminate and all rights of the State hereunder, except as hereinafter provided, shall cease:

(a) Upon expiration of the term or its renewal as provided in article 5.

(b) Upon the failure of the State or its contractors, licensees, or permittees to observe any of the requirements of this

lease. The Bureau shall give written notice to the State of the default and shall give the State 90 days in which to correct the default or violation.

(c) By agreement in writing of the parties hereto.

TITLE TO IMPROVEMENTS

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7. Upon termination of this lease, title to all structures on the premises shall vest in the United States.

PESTICIDES

8. The use of pesticides on land covered by this contract shall comply with all provisions of Federal and State pesticide laws, amendments thereto, and Department of the Interior's policies. The State is prohibited from using chemicals listed on the Department of the Interior's attached current "Prohibited List" marked Exhibit "A"; chemical toxicants for killing predator mammals or birds; and chemical toxicants which cause secondary poisoning for killing mammals, birds, and reptiles. Written approval of the Bureau is required prior to any use of pesticides on the land.

LIMITATION OF LIABILITY

9. To the extent it is legally able to do so, the State will save the United States harmless from any and all liability for injury to or death of persons or damages to property caused by or resulting in any manner from the State's exercise of the privileges herein granted.

LAND USE STIPULATION

10. The attached statement marked Exhibit "B" entitled Reclamation Land Use Stipulation is by reference incorporated herein and made a part hereof.

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CIVIL RIGHTS ACT OF 1964

11. The attached statement marked Exhibit "C" entitled Civil Rights Act of 1964 is by reference incorporated herein and made a part hereof.

NONDISCRIMINATION IN EMPLOYMENT

12. The attached statement marked Exhibit "D" entitled Nondiscrimination in Employment, Executive Order No. 11246 of September 24, 1965, as supplemented and amended, is by reference incorporated herein and made a part hereof.

CERTIFICATION OF NONSEGREGATED FACILITIES

13. The attached statement marked Exhibit "E" entitled Certification of Nonsegregated Facilities is by reference incorporated herein and made a part hereof.

ENVIRONMENTAL REQUIREMENTS

14. The attached statement marked Exhibit "F" entitled Environmental Requirements is by reference incorporated herein and made a part hereof.

OFFICIALS OR EMPLOYEES NOT TO BENEFIT

15. No member or delegate to Congress or resident commissioner and no officer, agent or employee of the Department of the Interior

or employee of the State or the County of Yolo shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this restriction shall not be construed to extend to this lease if made with a company or corporation for its general benefit.

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IN WITNESS WHEREOF, the parties hereto have executed this lease as of the date first above written.

THE UNITED STATES OF AMERICA

By H. E. Horton
Acting Regional Director
Mid-Pacific Region
Bureau of Reclamation

NOTED WITHOUT OBJECTION:

By Betsey A. Marshall
Yolo County
Title:

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

By Richard Brown
Solano County
Title: Chairman
Board of Supervisors

STATE OF CALIFORNIA

By Chester W. Hart
Executive Officer
Wildlife Conservation Board

I [illegible] form [illegible] review by the Department of Finance.

Chester W. Hart

Form 95 7
Department of General Services
APPROVED
DEC 20 1974
BY ORIGINAL SIGNED BY THOMAS H. CLAYTON
Ass't. Chief Counsel

8

POLICY ON PESTICIDES

Prohibited List

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Aldrin

Amitrol

Arsenical Compounds (inorganic)

Azodrin

Bidrin

DDT

DDD (TDE)

2,4,5-T

Dieldrin

Endrin

Heptachlor

Mercurial Compounds

Strobane

Thallium Sulfate

Toxaphene

Exhibit _____

RECLAMATION LAND-USE STIPULATION

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There is reserved to the United States, its successors or assigns, the prior right to use any of the lands herein described to construct, operate, and maintain all structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

The permittee further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of the permittee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty days after demand is made upon the permittee for payment of any such sums, the permittee will make payment thereof to the United States or any of its successors or assigns constructing such structures and facilities across, over, or upon said lands. As an alternative to payment, the permittee, at its sole cost and expense and within time limits established by the Government, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States.

The permittee shall bear the cost to the Government of any costs occasioned by the failure of the permittee to remove or adapt its facilities within the time limits specified.

There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passage over, and egress from all of said lands for the purpose of exercising, enforcing and protecting the rights reserved herein.

The permittee further agrees that the United States, its officers, agents, and employees and its successors and assigns shall not be held liable for any damage to the permittee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this permit.

Exhibit "C"

CIVIL RIGHTS ACT OF 1964

In connection with the performance of work under this contract, State hereinafter referred to as the contractor, agrees as follows:

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"(1) The contractor will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the contractor receives financial assistance from the Bureau of Reclamation and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

"(2) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the contractor by the Bureau of Reclamation, this assurance obligates the contractor, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the contractor for the period during which the Federal financial assistance is extended to it by the Bureau of Reclamation.

"(3) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The contractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representation and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the contractor, its successors, transferees, and assignees."

Exhibit "C"

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NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this contract, State hereinafter referred to as the contractor, agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union of workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Exhibit _____

CERTIFICATION OF NONSEGREGATED FACILITIES

The State hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The State agrees that a breach of this certification is a violation of Title VI, Civil Rights Act of 1964. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

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NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

EXHIBIT "F"

ENVIRONMENTAL REQUIREMENTS

1. State shall plan, construct, operate, maintain, and manage all structures and facilities on the premises herein described so as to minimize adverse environmental consequences. In so doing, careful consideration will be given to alleviating potential harmful effects on, but not limited to, landscape, soils, water, air, mineral, timber, or population or other animate resources.

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Prior to any artificial modification of the environment on the said premises, State will submit a draft detailed statement of environmental impact to the Regional Director, Mid-Pacific Region, Bureau of Reclamation, and such other reports as may now or hereafter be required. Such detailed statement shall state clearly and concisely, but not be limited to, (1) the environmental impact of the proposed action, (2) any adverse environmental effects that cannot be avoided, (3) alternatives to the proposed action, (4) the relationship between local short-term uses hereunder and the maintenance, and (5) any irreversible and irretrievable commitment of resources involved hereunder.

No such artificial modification of the environment shall be undertaken without prior approval of the Bureau of Reclamation in writing.

2. State shall correct or modify any pollution of soil, air, or water and deterioration of living or inanimate resources caused by or resulting from exercise of the privileges granted herein in accordance with rules, regulations, and directives of the Secretary of the Interior, including but not limited to aesthetic qualities of the environment, and in compliance with all Federal laws. Increased cost will not justify noncompliance with environmental quality controls required by the United States.

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3. State shall comply fully with all applicable Federal laws, orders, and regulations and the laws of the State of California, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants, and concerning the pollution of the air with respect to radioactive materials or other pollutants.

4. In the use of pesticides on the land covered by this contract, the State shall comply with all provisions of Federal and State pesticide laws and any amendments thereto. State is specifically prohibited from using on said land any and all pesticides named on the "Prohibited List" and any amendment thereto. Further, in the use of all pesticides on lands owned by the United States, the State shall submit plans for such use annually and shall obtain prior written approval of the Contracting Officer for the United States before implementing said plans.

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BK

AGREEMENT NO. 75-74

FILED
MAR 17 1975
LAURENCE P. HENIGAN, Clerk
By Louise C. Conrad
Deputy

SUBDIVISION IMPROVEMENT AGREEMENT

Subdivision No. 2051

THIS AGREEMENT is made and entered into this 3rd day of March, 1975 by and between Fred Heidrick, et al, hereinafter referred to as Subdivider and the County of Yolo, hereinafter referred to as County.

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 2051, and has presented plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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1. That the Subdivider will develop and construct in, and adjacent to, said Subdivision No. 2051, public improvements including but not limited to improvements consisting of aggregate base streets, and on-site and off-site storm drainage facilities necessary to adequately drain said subdivision in accordance with the standards imposed by law, all in accordance with said plans and specifications, prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and other standards acceptable to serving agencies of jurisdiction, and complete the same within twenty-four (24) months after the date hereon in good and workman-like manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That the Subdivider will develop and construct for fire suppression purposes a water supply system in accordance with standards of the serving agencies and approved by the agency of jurisdiction.

3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.

4. That the Subdivider shall pay to the County a fee to pay for the costs of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and has deposited $162.56 for said purpose.

5. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2051.

6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of $100,000 in respect to personal injuries and/or death of any one person, $300,000 in respect to personal injuries or death for any one occurence and $50,000 in respect to property damage in any one occurence.

7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

8. That the completion of the development of said Subdivision No. 2051, shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said segment shall not be final until the written notice of final acceptance of all the improvements involved therein shall have been delivered to the Subdivider as required herein.

9. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance of any segment thereof.

Micro Fiched

10. If the construction of the work or improvement should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

11. That should the Subdivider fail to construct said improvements, repairs or corrective work within the time or times specified in this agreement, the County may, at its own option, complete the same and recover the cost thereof from the Subdivider.

12. The Subdivider shall obtain and file with the County a good and sufficient Improvement Security in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 2, Article 9 (Section 11612) of the Business and Professions Code. The amount of such Improvement Security shall be not less than one hundred percent (100%) of the estimated cost of the public improvements including incidentals.

13. Where required pursuant to the provision of Section 11592 of the Business and Professions Code the Subdivider shall furnish the County a bond or cash deposit in the amount of $100.00 guaranteeing payment of the cost of setting monuments of survey.

14. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500.00), whichever is greater, of the Improvement Security shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 9 of this agreement.

15. Any extension of time hereunder shall not operate to release the surety on the Improvement Security filed pursuant to this agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

16. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242 (a), formerly Rule 29 (a) of the Rules for the Superior Court, State of California.

17. Time is of the essence of each and all of the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

(15)

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above-named herein.

COUNTY OF YOLO

By Betsy A. Marchand
Chairman, Board of Supervisors
MAR 11 1975

FRED HEIDRICK, et al

By Glen Gravink
Glen H. Gravink

Micro Fiched

By Marie Gravink
Marie Gravink

By Joe A. Heidrick
Joe A. Heidrick

By Edith Heidrick
Edith Heidrick

By Fred C Heidrick
Fred C. Heidrick

By Helen E. Heidrick
Helen E. Heidrick

By Fred C. Heidrick Jr
Fred C. Heidrick, Jr.

By Sandra Heidrick
Sandra Heidrick

Recommended for Approval to the Board of Supervisors of the County of Yolo.

Lloyd H Roberts
Director of Public Works

APPROVED AS TO FORM

CHARLES R. MACK
County Counsel

By Robt H Robertson
Deputy

MAR - 7 1975

(21)

FILED
MAR - 7 1975
LAURENCE P. HENIGAN, Clerk
By Paula C. Coats
Deputy

AGREEMENT NO. 75-75

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of March, 19 75 by and between TEICHERT CONSTRUCTION

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

Micro Fiched

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense. to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Omnibus Contract No. 10 - Alternate 2A Resurface various roads and streets in Yolo County

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

XEROX COPY

(Revised 5/14/74)

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Omnibus Contract No. 10 - Alternate 2A

(Plan Index No. ----) (W.O. #s 4250, 5236 & 5238

Approved December 26, 1974 (date, by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

Micro Fiched

ARTICLE III - The said County hereby fixes the time for its completion to be on or before May 15, 1975;

and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

Micro Fiched

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

CHARLES R MACK
(County Counsel)
By Robert Robt
Deputy

ATTEST:
Laurence F. Henigan, Clerk
By Peter E. Lucas
(Deputy)

COUNTY OF YOLO
Betty A. Marchand
Chairman of the Board of Supervisors

TEICHERT CONSTRUCTION
ROBERT MASSA
DISTRICT MANAGER Robert Massa
(Contractor)

(Revised 5/14/74)

(21)

FILED
MAR - 7 1975
LAURENCE P. HENIGAN, Clerk
By Paula C. Cowan Deputy

AGREEMENT NO. 75-76

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of February, 1975, by and between TM T & MATHER DEVELOPMENT CO. hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

Micro Fiched

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

The Broderick Launching Facility located in Broderick, California.

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

XEROX COPY

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

BRODERICK LAUNCHING FACILITY

(Plan Index No. 632.02-16) (W.O. # 1407)

Approved Dec. 23, 1974 (date, by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

Micro Fiched

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within ten (10) working days after the date of this Contract and for its completion to be within eighty five (85) working days next after the the date of this Contract ; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

Micro Fiched

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel)

COUNTY OF YOLO

Betsy A. Marchand

Chairman of the Board of Supervisors

ATTEST:
Laurence P. Henigan, Clerk

By

(Deputy)

TMT & MATHER DEVELOPMENT CO.

Troy M. Thomas

(Contractor)

CHARLES R. MACHI
COUNTY COUNSEL
BY
CHIEF DEPUTY COUNTY COUNSEL

(Revised 5/14/74)

FILED
MAR - 3 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

(58)

AGREEMENT NO. 75-77

(Lease Extension Agreement)

THIS LEASE EXTENSION AGREEMENT made and entered into this 3rd day of March, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter designated as LESSOR, and PARACHUTES PLUS, with George Morar acting as its agent, hereinafter designated as LESSEE,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. The parties hereto entered into a lease dated November 12th, 1973, known as Yolo County Agreement No. 73-205 for a term ending on December 31st, 1974.
2. The parties hereto desire to extend the term of said lease for a term of one year.

AGREEMENTS:

1. The term of said agreement, Agreement No. 73-205 is hereby extended for the period commencing January 1st, 1975 and ending December 31st, 1975.
2. The clause as to rental price is hereby changed to read:

4. RENTAL PRICE: Lessee agrees to pay lessor a minimum of $363.00 per annum for the leasehold herein described. Lessee further agrees to pay lessor 5 cents per recorded jump in addition to the above rental price.

3. In all other respects the terms and conditions of said Agreement No. 73-205 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Extension Agreement as of the day and year hereinabove written.

ATTEST:
LAURENCE P. HENIGAN, CLERK
Barbara Rodgers
Deputy

COUNTY OF YOLO, a political subdivision of the State of California

by Betty A Marchand
Chairman, Board of Supervisors

PARACHUTES PLUS

by George Morar
GEORGE MORAR, General Partner

BK.

FILED

JUN 24 1975

LAURENCE A. HENIGAN, Clerk

BARBARA A. RODGERS

AGREEMENT NO. 75-78

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 10th day of March, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and a group of licensed physicians dba MERIDIAN ~~MEDICAL~~ ASSOCIATES, INCORPORATED ~~a professional corporation~~, hereinafter referred to as CONTRACTOR,

Micro Fiched

W I T N E S S E T H:

1. SERVICES.

In order to provide quality outpatient and emergency care on a prompt and continuing basis available at all times at Yolo General Hospital to the community, CONTRACTOR agrees to provide the professional services of duly licensed physicians for the Emergency and Outpatient Departments of Yolo General Hospital on a 24-hour-a-day basis, seven days a week, subject to the operation of the Outpatient Department five days each week except in those weeks in which a legal holiday occurs. Physicians of CONTRACTOR on duty are not required to be more than one physician at any one time except and subject to prior approval of the Hospital Administrator. In the event of an emergency, CONTRACTOR may provide additional physician coverage subject to notification to the Hospital Administrator within forty-eight (48) hours.

2. TERM.

The term of this Agreement shall commence on March 1, 1975 and shall terminate on June 30, 1975; provided, however, that the parties, may renew the term for successive periods of one year by agreeing in writing to do so; further provided, however, either party may terminate this Agreement during the

original term or any renewal term by giving written notice thereof on the other party at least sixty (60) calendar days before the date of termination.

3. NOTICES.

Any notice to be given to CONTRACTOR may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to him at his last known mailing address or at Yolo General Hospital, 170 West Beamer Street, Woodland, California 95695.

Micro Fiched

4. STATUS.

In the performance of the work, duties and obligations devolving upon him under this contract, CONTRACTOR is at all times acting and performing as an independent contractor practicing the profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which CONTRACTOR shall perform his work and functions, except that CONTRACTOR does by this Agreement agree to perform the work and functions at all times in strict accordance with currently approved methods and practices in the profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed and CONTRACTOR makes the following statement of contract status for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. CONTRACTOR is retained pursuant to this Agreement as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. CONTRACTOR receives compensation from COUNTY pursuant to this Agreement which by virtue of this Agreement fully compensates CONTRACTOR for all services performed at Yolo General Hospital

Emergency and Outpatient Departments.

As a hospital-based physician at the Yolo General Hospital, CONTRACTOR will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by CONTRACTOR for such patients in Yolo General Hospital during the term of this Agreement will be undertaken within the course and scope of the provisions of this Agreement with the County of Yolo. Micro Fiched

CONTRACTOR hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from CONTRACTOR at the Yolo General Hospital pursuant to this Agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

5. COMPENSATION.

COUNTY agrees to pay CONTRACTOR at the rate of Twenty-One Dollars ($21.00) per hour for physician services provided in Yolo General Hospital Emergency and Outpatient Departments. CONTRACTOR shall submit monthly statements, listing hours of physician services provided each day as soon as practicable after each month of service. COUNTY agrees to make payment within ten (10) working days following receipt of CONTRACTOR'S monthly statement.

6. STAFF MEMBERSHIP.

In accordance with and subject to the Constitution and By-laws

of the Hospital Medical Staff, all physicians performing services for CONTRACTOR pursuant to provisions of Paragraph 1 hereof shall apply for appointment to the Medical Staff in accordance with Medical Staff By-laws, Rules and Regulations. Notwithstanding the provisions of Paragraph 2 above, this Agreement may be terminated immediately if the staff appointment of any such physician of CONTRACTOR is revoked for cause upon the recommendation of the Medical Staff and that physician is not replaced by CONTRACTOR within two weeks of the date of revocation of his membership.

Micro Fiched

7. LIABILITY INSURANCE.

COUNTY shall obtain professional liability insurance covering services rendered in the Emergency and Outpatient Departments by CONTRACTOR physicians pursuant to Paragraph 1. Physicians providing service under this Agreement shall be insured as additional insured by appropriate amendment to the existing COUNTY malpractice and liability insurance policy.

8. APPRECIATION.

COUNTY appreciates the willingness of CONTRACTOR to provide physician services in the emergency caused by the difficulty in obtaining full-time physicians for Yolo General Hospital physician service and requests CONTRACTOR'S continuing assistance to recruit full-time physicians to alleviate this emergency.

9. CONTRACT ADMINISTRATION.

The Hospital Administrator shall be responsible for the administration of this Agreement, approval of compensation statements, and such other matters of hospital service related to the mutual and satisfactory service of this Agreement subject to the hospital rules, state law, and policies of the Board of Supervisors.

/////

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Peter A. Wozniak
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

MERIDIAN ~~MEDICAL~~ ASSOCIATES, ~~Professional Corporation~~ INCORPORATED

BY Victor J. Albertazzi M.D.
VICTOR J. ALBERTAZZI, M.D.

BY Thomas E. Elliott M.D.
THOMAS E. ELLIOTT, M.D.

BY Stanley Schilling, M.D.
STANLEY SCHILLING, M.D.

BK

FILED
MAR 13 1975
LAURENCE K. HANSEN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 75-79

(Agreement for Services of Social Work Consultant: Yolo County Health Department)

THIS AGREEMENT made and entered into this 10th day of March, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and MEG BRIMLOW, hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY has need for the services of a qualified Social Work Consultant to assist the Yolo County Health Department as specified below.
2. CONTRACTOR hereby represents that she has experience and ability in such matters, and is a qualified Social Work Consultant.

AGREEMENTS:

1. CONTRACTOR shall perform the following services for COUNTY:
   a. Provide consultative services to patients when referred to CONTRACTOR by the Director of Public Health of Yolo County or his staff.
   b. To provide on a regular basis in-service consultation with the nursing personnel of the Yolo County Health Department upon request.
   c. Said services principally, but not exclusively, will be with regard to family adjustment problems which require the consultation of a specialist. COUNTY agrees to pay CONTRACTOR for said services the sum of Ten Dollars ($10.00) per hour for a maximum of sixty hours per month of work actually performed. Said sum shall be paid to

CONTRACTOR by COUNTY in monthly increments upon the submission by CONTRACTOR to COUNTY of a claim, countersigned to indicate approval by the Health Officer of the COUNTY and indicating services performed to date of claim.

2. CONTRACTOR and COUNTY agree that CONTRACTOR is an independent CONTRACTOR and is not an employee or agent of the County of Yolo.

3. The term of this Agreement is from the date of execution hereof until June 30, 1975, unless otherwise terminated as hereinafter provided.

Micro Fiched

4. This Agreement may be terminated by either party upon the giving of notice of the intent to terminate to the other party at least thirty (30) days before the effective date of said termination.

5. CONTRACTOR agrees to hold harmless, indemnify and defend any and all claims by third parties arising from the performance of this Agreement by CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

Original Signed By:
BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK
BY _____ DEPUTY

(SEAL)

CONTRACTOR:
BY _____
MEG BRINLOW

Form F-55
ORIGINAL (White)—To Lessee
DUPLICATE (Blue)—To Lessor
TRIPLICATE (Yellow)—To Department of Finance

YOLO COUNTY AGREEMENT NO. 75-80

AGREEMENT No. 2-75

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 1st day of February, 1975,

at Woodland, California, by and between the 40th

District Agricultural Association, a State institution, hereinafter called the LESSOR, and

Sheriff's Dept. of Yolo County, hereinafter called the LESSEE:

WITNESSETH

That the LESSOR, in consideration of the payment of the rent hereinafter specified to be paid by the LESSEE and the covenants and agreements herein contained, does hereby lease, demise and let unto LESSEE and LESSEE hires that certain

property in the City of Woodland, County of Yolo, State of California, described as:

Security Building, located on the grounds of the 40th District Agricultural Association, in Woodland.

Micro Fiched

FILED
SEP 26 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

RECEIVED
SEP 26 1975
LAURENCE P. HENIGAN, Clerk
By..... Deputy

for the term of 5 months commencing on the 1st day of February,

1975, and ending on the 30th day of June, 1975, with the right of termination as hereinafter set forth, at the total rental of Seven hundred Fifty Dollars, payable to the LESSOR

lump sum payment

in lawful money of the United States, in ~~monthly instalments~~ of $ 750.00, in advance, on the /////

day of each and every month, excepting that receipt is hereby acknowledged by the LESSOR of the sum of $ ///// from the LESSEE, in payment for the first and last month's rental under this lease. All rental payments shall be delivered to the office of the 40th District Agricultural Association at Woodland, California, on or before the ///// day of each month.

LESSEE hereby covenants and agrees as follows:

1st: To pay LESSOR said rent as hereinbefore provided, and in addition thereto, to pay, charges for none accruing or payable in connection with said premises during the term of this lease, and to permit LESSOR or its agents to enter said premises at any reasonable time to inspect the same.

2nd: To occupy the premises leased hereunder for the following purposes only:

Training Sub Station

3rd: Not to commit, suffer or permit any waste on said premises or any acts to be done thereon in violation of any laws or ordinance, and not to use or permit the use of said premises for any illegal or immoral purposes.

4th: This lease shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least Thirty days next prior to the date when such termination shall become effective. In the event of such termination any unearned rental paid by LESSEE shall be returned to LESSEE.

Approved DEPARTMENT OF FOOD AND AGRICULTURE
I hereby certify that all provisions for encumbrance and funds in State Administration Manual Section 1519.13 have been complied with and this contract is exempt from approval by Department of Finance.

Copy: DIVISION OF FAIRS & EXPOSITIONS

11th: All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To the LESSEE at P.O. Box 179, Woodland, California 95695

and to the LESSOR at

P.O. Box 826, Woodland, California 95695

The address to which the notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

6th: Not to assign or sublet this lease and not to make or suffer any alteration to be made in or on said premises, without the written consent of the LESSOR.

7th: To keep the premises in good order and condition at his own expense, reasonable wear and tear excepted.

8th: To pay LESSOR all costs and expenses, including attorney's fees in a reasonable sum, in any action brought by LESSOR to recover any rent and/or other charges due and unpaid hereunder, or for the breach of any of the covenants or agreements contained in this lease, or to recover possession of said premises, when such action progresses to judgment.

Micro Fiched

9th: If any rent and/or other charges shall be due and unpaid, or if default shall be made in any of the covenants or agreements on the part of the LESSEE contained in this lease, LESSOR may, at his option, at any time after such default or breach, and without any demand on or notice to LESSEE or to any other person of any kind whatsoever, re-enter and take possession of said premises and remove all persons and property therefrom.

10th: At the expiration of said term, or any sooner termination of this lease, to quit and surrender possession of said premises, and its appurtenances, to LESSOR in as good order and condition as the premises were delivered to the undersigned LESSEE, reasonable wear and tear and damage by the elements and other casualties excepted.

11th: Should the LESSEE hold over after the expiration of the term of this lease with the consent of the LESSOR, express or implied, said tenancy shall be deemed to be a tenancy only from month to month, subject otherwise to all of the terms and conditions of this lease so far as applicable.

12th: LESSEE specifically waives the provisions of Section 1941 of the Civil Code, which reads as follows:

"1941. *Obligations of Lessor.* The Lessor of a building intended for the occupation of human beings must, in the absence of an agreement to the contrary put it into a condition fit for such occupation, and repair all subsequent dilapidations thereof, which render it untenantable, except such as are mentioned in section nineteen hundred and twenty-nine."

13th: LESSEE specifically waives the provisions of Section 1942 of the Civil Code, which reads as follows:

"1942. If within a reasonable time after notice to the lessor, of dilapidations which he ought to repair, he neglects to do so, the lessee may repair the same himself, where the cost of such repairs does not require an expenditure greater than one month's rent of the premises, and deduct the expenses of such repairs from the rent, or the lessee may vacate the premises, in which case he shall be discharged from further payment of rent, or performance of other conditions."

14th: LESSOR is not required to keep hereinbefore described property insured against fire, and LESSEE will make no claim of any nature against LESSOR by reason of any damage to the business or property of LESSEE in the event said premises are damaged or destroyed by fire or other cause.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year in this lease first above written.

DISTRICT AGRICULTURAL ASSOCIATION
LESSOR

By [signature]

Secretary-Manager
TITLE

By

TITLE

Sheriff's Dept. of Yolo County
LESSEE

By James W Cameron

Sheriff
TITLE

Bitsy A. MacDonald

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
APR 10 1978
By A Shrasher

Memo for fair management:

1. Resolution by the Board of Directors must accompany lease agreement to the Division of Fairs and Expositions.
2. Department of Finance approval is required on all three copies if the period is for longer than one month.
3. Submit all three copies of the lease agreement if Department of Finance approval is required. Submit only the triplicate yellow copy if Department of Finance approval is not required.
4. Blank spaces should not be left blank. A line should be drawn through blank spaces on this form when the space is not used and initialed by both parties.

Approved as to Form:

Deputy

BK.

YOLO COUNTY AGREEMENT NO. 75-81

FILED
MAR 13 1975
LAURENCE P. HENIGAN, Clerk
PAULA C. CORRAL
By..... Deputy

AGREEMENT WITH THE COUNTY OF SOLANO FOR THE CARE OF ITS PRISONERS BY THE COUNTY OF YOLO

The County of Yolo, a political subdivision of the State of California, hereby agrees to provide for the safekeeping, care, and subsistence of Solano County prisoners confined in the Yolo County Jail facilities only upon the following conditions: Micro Fiched

1. The County of Solano will pay to the County of Yolo the sum of $12.46 per calendar day or any fraction thereof for such prisoners while in the custody of the Sheriff at the Jail; bill is to be paid monthly within ten (10) days from presentation.

2. The number and kind of prisoners' maximum and non-security to be received pursuant to this agreement shall depend upon the Receiving County. The Receiving County reserves the right to request the Sending County to remove belligerent and recalcitrant prisoners.

3. The County of Yolo will provide minor medical treatment. The expenses of any hospital, surgical, and dental treatment are to be paid by the County of Solano.

4. The County of Solano will provide for the transportation of its prisoners to and from the Yolo County Jail.

This agreement is effective on February 21, 1975 and is subject to modification by mutual agreement at any time and to termination by either party upon thirty (30) days' written notice.

ATTEST: NEIL CRAWFORD, County Clerk and ex officio Clerk of the Board of Supervisors,
By: Garland Dunham
GARLAND DUNHAM, Deputy Clerk

COUNTY OF SOLANO, a political subdivision of the State of California
By Richard Brann
RICHARD BRANN, Chairman

ATTEST: LAURENCE P. HENIGAN, County Clerk and ex officio Clerk of the Board of Supervisors,
By: Barbara A. Rodgers
Deputy Clerk

COUNTY OF YOLO, a political subdivision of the State of California
By Betty C. Marchuk
Chairman

Approved as to Form
Dated MAR 13 1975
County Counsel of Yolo County

Penal Code $4115.5

HG:ge

BK

FILED

MAR 17 1975

LAURENCE P. HENIGAN, Clerk

By PETE F. LUCAS Deputy

AGREEMENT NO. 75-81-A

L E A S E

THIS LEASE made and entered into this 17th day of March, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called TENANT, and GAEL M. BARSOTTI, hereinafter called LANDLORD,

Micro Fiched

W I T N E S S E T H:

1. DESCRIPTION OF PREMISES. LANDLORD hereby leases to TENANT, and TENANT hereby hires from LANDLORD on the terms and conditions hereinafter set forth those certain premises situated in West Sacramento, County of Yolo, at 2021 West Capitol Avenue, which premises are further described as the front two-thirds of the building at said address, comprising approximately 2800 square feet.

2. TERM. The term of this agreement shall be from the 15th day of March, 1975 until and including the 30th day of April, 1975. This lease shall automatically expire on said latter date without notice.

3. RENT. TENANT shall pay a total rent for said property for the full term thereof in the sum of SIX HUNDRED and NO/100 ($600.00) DOLLARS.

By execution of this lease, LANDLORD acknowledges receipt of the sum of TWO HUNDRED and NO/100 ($200.00) DOLLARS paid to him by TENANT as a deposit to compensate LANDLORD for damages and waste, if any, committed by TENANT, reasonable wear and tear excepted. Said TWO HUNDRED ($200) DOLLARS shall be promptly refunded by LANDLORD to TENANT upon termination of this lease, unless claim is made therefor by LANDLORD prior to or upon termination.

4. USE. The premises shall be used and occupied only for the purpose of housing offices and facilities of TENANT and any

other use reasonably related thereto for the purpose of conducting a census.

Micro Fiched

5. PREPARATION FOR OCCUPANCY. LANDLORD shall place said premises in a tenantable condition prior to the commencement of the term of this lease and the opening by TENANTs of its operations in the premises shall constitute an acknowledgment by TENANT that the premises are then in the condition called for by this lease.

6. UTILITIES. All utility service to the entire building attributable to this tenancy and rendered during the term of this lease shall be paid by TENANT. In assuming this obligation for the entire building, the parties agree that the only other occupant of said building during the period of this lease shall be the firm known as ALLIED TRAILER SUPPLY, which uses the rear one-third of said building to store materials, equipment, and supplies. TENANT shall not interfere with the rights of access of said firm to the rear one-third of said building.

7. REPAIRS AND ALTERATIONS. TENANT shall maintain said premises in a good and sanitary order, condition and repair except the roof and the sidewalls thereof. TENANT will not commit, or suffer to be committed, any waste upon the said premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located; and that TENANT will not make, or suffer to be made, any alterations of the same premises, or any part thereof, without the written consent of LANDLORD first had and obtained, and that any additions to, or alterations of, the said premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to LANDLORD.

8. EXCULPATORY CLAUSE. TENANT agrees to indemnify and save LANDLORD harmless from and against any and all claims arising from any act, omission, or negligence of TENANT, or its contractors,

licensees, agents, sergants, or employees, or arising from any accident, injury, in, on, or about, the premises, or any part of them, and the sidewalks adjoining the premises.

9. INSURANCE. During the term of this lease, TENANT shall, at its own expense, maintain in full force, a policy or policies of public liability insurance insuring LANDLORD and TENANT against liability for injury for persons and property, and for death of persons arising from any accident, injury, or damage, occurring in, on, or about the premises, or any portion of them, and the sidewalks adjoining the premises. Each such policy shall be subject to approval by LANDLORD as to form and insurer.

Micro Fiched

10. NOTICES. All notices to be given to TENANT may be given in writing personally, or by depositing the same in the United States mail, postage prepaid, and addressed to TENANT at the said premises, whether or not TENANT has departed from, abandoned, or vacated the premises. Notices to LANDLORD shall be mailed by registered, or certified mail to:

GAEL M. BARSOTTI
c/o RON ALTHAUS
1050 El Camino
Sacramento, California

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
TENANT

Gael M. Barsotti by Ron Althaus Agent
GAEL M. BARSOTTI
LANDLORD

BK

(2)

XEROX COPY

FILED
MAR 24 1975
LAURENCE P. HENIGAN, Clerk
By Paula C. Correl
Deputy

AGREEMENT NO. 75-82

L E A S E

THIS LEASE made and entered into this 17th day of March, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called TENANT, and HARRY L. NEEDHAM, hereinafter called LANDLORD,

Micro Fiched

W I T N E S S E T H:

1. DESCRIPTION OF PREMISES. LANDLORD hereby leases to TENANT, and TENANT hereby hires from LANDLORD on the terms and conditions hereinafter set forth those certain premises situated in the City of Woodland, County of Yolo, at 216 North East Street, Woodland, California, which premises are further described as the offices located in the front portion of the building, including one reception room and one private office, and comprising approximately 2800 square feet.

The parties contemplate that in the event TENANT desires additional space, LANDLORD shall rent an additional office on the north side of the building to TENANT for an additional rent at the rate of $50 per month.

2. TERM. The term of this agreement shall be from the 15th day of March, 1975 until and including the 30th day of April, 1975. This lease shall automatically expire on said latter date without notice.

3. RENT. TENANT shall pay a total rent for said property for the full term thereof in the sum of SIX HUNDRED SEVENTY-FIVE and NO/100 ($675.00) DOLLARS.

4. USE. The premises shall be used and occupied only for the purpose of housing offices and facilities of TENANT and any other use reasonably related thereto for the purpose of conducting a census.

5. PREPARATION FOR OCCUPANCY. LANDLORD shall place said premises in a tenantable condition prior to the commencement of the term of this lease and the opening by TENANTs of its operations in the premises shall constitute an acknowledgment by TENANT that the premises are then in the condition called for by this lease.

6. UTILITIES. LANDLORD shall pay all charges for water and trash collection service. All other utilities and services shall be paid for by TENANT. Janitorial services shall be furnished by TENANT/~~LANDLORD~~ without additional cost to ~~TENANT~~/LANDLORD.

Micro Fiched

7. REPAIRS AND ALTERATIONS. TENANT shall maintain said premises in a good and sanitary order, condition and repair except the roof and the sidewalls thereof. TENANT will not commit, or suffer to be committed, any waste upon the said premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located; and that TENANT will not make, or suffer to be made, any alterations of the same premises, or any part thereof, without the written consent of LANDLORD first had and obtained, and that any additions to, or alterations of, the said premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to LANDLORD.

8. EXCULPATORY CLAUSE. TENANT agrees to indemnify and save LANDLORD harmless from and against any and all claims arising from any act, omission, or negligence of TENANT, or its contractors, licensees, agents, servants, or employees, or arising from any accident, injury, in, on, or about, the premises, or any part of them, and the sidewalks adjoining the premises.

9. INSURANCE. During the term of this lease, TENANT shall, at its own expense, maintain in full force, a policy or policies of public liability insurance insuring LANDLORD and TENANT against liability for injury for persons and property, and for

death of persons arising from any accident, injury, or damage, occurring in, on, or about the premises, or any portion of them, and the sidewalks adjoining the premises. Each such policy shall be subject to approval by LANDLORD as to form and insurer.

Micro Filched

10. NOTICES. All notices to be given to TENANT may be given in writing personally, or by depositing the same in the United States mail, postage prepaid, and addressed to TENANT at the said premises, whether or not TENANT has departed from, abandoned, or vacated the premises. Notices to LANDLORD shall be mailed by registered, or certified mail to:

HARRY L. NEEDHAM
422 Pendegast Street
Woodland, California 95695

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
TENANT

MAR 24 1975

Harry L. Needham
HARRY L. NEEDHAM
LANDLORD

Book

RECEIVED

APR 25 1975

United States Department of Agriculture
Forest Service

TERM SPECIAL USE PERMIT

Act of March 4, 1915, as amended July 28, 1956, or Act of March 30, 1948
(Ref. FSM 2710)

a. Record no. (1-2)	b. Region (3-4)	c. Forest (5-6)
20	05	08
d. District (7-8)	**e. Use number (9-12)**	**f. Kind of use (13-15)**
53	1221	215
g. State (16-17)	**h. County (18-20)**	**i. Card no. (21)**
06	011	1

Permission is hereby granted to Solano, Colusa, and Yolo Counties

of California

hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements for the period of 20 years from the date thereof:

Approximately 75 acres located in SE 1/4 and E 1/2 SW 1/4 of Section 5, T. 17N., R. 7W., M.D.M. (See attached map which is made a part of this permit.)

YOLO COUNTY
AGREEMENT NO. 75-83

Micro Fiched

This permit covers 75 acres and is issued for the purpose of:

Maintaining and operating an organization camp for wards of the Juvenile Courts.

1. ~~Construction~~ occupancy and use under this permit shall begin ~~within~~ immediately ~~on the~~ ~~construction of improvements~~ This use shall be actually exercised at least 365 days each year, unless otherwise authorized in writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of Twenty-five Dollars ($ 25.00) for the period from January 1 1975, to January 1, 1976, and thereafter annually on January 1, Twenty-five Dollars ($ 25.00): *Provided, however,* That the charges for this use shall be readjusted as of, and effective on, the beginning of each 5-year period from the due date of the first annual payment in order to place the charges on a basis commensurate with the value of use authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to conditions 20 to 48 attached hereto and made a part of this permit.

	NAME OF PERMITTEE	SIGNATURE OF AUTHORIZED OFFICER	DATE
PERMITTEE	Richard Brann	TITLE	March 4, 1975
ISSUING OFFICER	NAME AND SIGNATURE	TITLE	DATE
	SEE LAST PAGE		

(CONTINUED ON REVERSE)

2700-5 (10/68)

RECEIVED
OCT 22 1975
LAURENCE P. HENIGAN, Clerk
By.....
Deputy

FILED
OCT 22 1975
LAURENCE P. HENIGAN, Clerk
By Balvina Rodgers
Deputy

4. Development plans; lay- plans; construction, reconstruction, or al tion of improvements; or revision of lay-out or construction plans for s area must be approved in advance and riting by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

5. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

6. This permit is subject to all valid claims.

Micro Fiched

7. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

8. The permittee shall take all reasonable precaution to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

9. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the national forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

10. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

12. Except as provided in Clause 16 below, upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and the restoration of the site.

13. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner above provided is qualified as a permittee, and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises will be authorized by a permit to him, which may be for the unexpired term of this permit or for such new period as the circumstances justify.

14. The permittee may sublease the use of land and improvements covered under this permit and the operation of concessions and facilities authorized; Provided the express written permission of the Forest Supervisor has been secured. The permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

15. This permit may be terminated upon breach of any of the conditions herein.

16. If during the term of this permit or any extension thereof, the Secretary of Agriculture or any official of the Forest Service acting by or under his authority shall determine that the public interest requires termination of this permit, this permit shall terminate upon thirty days' written notice to the permittee of such determination, and the United States shall have the right thereupon to purchase the permittee's improvements, to remove them, or to require the permittee to remove them, at the option of the United States, and the United States shall be obligated to pay an equitable consideration for the improvements or for removal of the improvements and damages to the improvements resulting from their removal. The amount of the consideration shall be fixed by mutual agreement between the United States and the permittee and shall be accepted by the permittee in full satisfaction of all claims against the United States under this clause: *Provided*, That if mutual agreement is not reached, the Forest Service shall determine the amount and if the permittee is dissatisfied with the amount thus determined to be due him he may appeal the determination in accordance with the Appeal Regulation (36 C.F.R. 211.20 - 211.37) and the amount as determined on appeal shall be final and conclusive on the parties hereto; *Provided further*, That upon the payment to the permittee of 75% of the amount fixed by the Forest Service, the right of the United States to remove or require the removal of the improvements shall not be stayed pending final decision on appeal.

17. The permittee agrees that the amount with the United States shall be required to pay for improvements in accordance with Clause 16 shall in no event exceed $ 1,000,000, and that this instrument may be introduced in any judicial proceedings for the acquisition of such improvements by the United States as the stipulation of the permittee and the United States with regard to the maximum amount which the United States shall be required to pay for the taking thereof.

18. In case of change of address the permittee shall immediately notify the forest supervisor.

19. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provisions thereof, the following clauses will control.

GPO 865-747

20. A service charge in addition to the regular fees shall be made for failure to meet the fee payment due date or any of the dates specified for submission of statements required for fee calculation. The service charge shall be one (1.0) percent per month of the fee from the date statement and fees were due or $15, whichever greater. If a due date falls on a nonworkday, the service charge will not apply until the end of the next workday. (A-13)

21. During the performance of this permit, the permittee agrees:

a. In connection with the performance of work under this permit, including construction, maintenance, and operation of the facility, the permittee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

b. The permittee and his employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex, or national origin by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally.

Micro Fiched

c. The permittee shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this permit.

d. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service will be conspicously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by Forest Service. (B-2)

22. The permittee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit. (B-8)

23. The permittee shall dispose of refuse resulting from this use, including waste materials, garbage, and rubbish of all kinds, and shall guard the purity of streams and living waters. (B-20)

24. Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomenons in the forest that present risks which the permittee assumes. The permittee has the responsibility of inspecting his site, lot, right-of-way, and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and, after securing permission from the Forest Service, of removing such hazards. (B-31)

25. All electrical wiring will be installed and maintained in strict compliance with the safety rules dealing with electrical supply and communication lines which are set forth in the National Electric Safety Code and also with all applicable local codes. Upon the completion of the installation covered by this permit, the permittee shall deliver a written certification to the Forest Service that all of said safety requirements for wiring have been met. (C-17)

26. No waste or byproducts shall be discharged if it contains any substances in concentrations which will result in substantial harm to fish and wildlife, or to human water supplies.

Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters, or channels leading into water, that would result in substantial harm to fish and wildlife or to human water supplies. (D-2)

27. The permittee shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements. (D-3)

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28. The permittee shall be responsible for the prevention and control of soil erosion and gullying on the area covered by this permit and lands adjacent thereto, and shall provide preventive measures as required by specifications attached to and made a part of this permit. (D-7)

29. All butane, propane, or other liquified-petroleum-gas equipment shall be installed and operated in accordance with the laws and regulations of the State. (D-14)

30. The permittee shall take reasonable precautions to prevent pollution of or deterioration of lands or waters which may result from the exercise of the privileges extended by this permit. (D-15)

31. This permit is issued for the period ending December 31, 1994 with the provision that it will be extended for a period of ten (10) years from that date if the permittee is not notified to the contrary prior to December 31, 1984.

32. Any permit for the site covered by this permit issued to any subsequent owner of the improvements thereon will cover the same period as this permit, unless otherwise mutually agreed upon. (E-1)

33. All chimneys must be built from the ground up and all flues, from ceiling through roof, must be of black or galvanized stovepipe with riveted joints encased in terra-cotta pipe with permanently sealed joints through a roofjack; or of stone or brick lined with terra-cotta flue lining. Chimneys must extend at least one foot above the roof ridge. (F-2)

34. Stoves and open stovepipes shall be kept at least one foot away from wooden walls or ceilings. Wooden surfaces beneath or within one (1) foot of stoves or stovepipes shall be protected with asbestos board or other suitable insulation. (F-3)

35. Open fireplaces shall be equipped with spark screens. (F-4)

36. The roof shall be kept reasonably clear of leaves, twigs, and other debris. (F-5)

37. All electrical equipment and facilities installed and operated shall conform to the National Electric Code and the equipment must have been approved by the American Insurance Association. (F-6)

38. The permittee shall install fire extinguishers and firefighting apparatus of types, of capacities, in numbers, and at locations approved by the Forest Supervisor. This equipment shall be in readiness at all times for immediate use, and shall be tested each year, at such times as may be required by the Forest Supervisor. (F-7)

39. The permittee shall construct and maintain such firebreaks as required by the Forest Service. (F-12)

Micro Fiched

40. The permittee shall do everything reasonably within its power and shall require its employees, contractors, and employees of contractors to do everything reasonably within their power, both independently and upon request of the Forest Service to prevent and suppress fires on or near the lands to be occupied under this permit. (F-24)

41. No fireworks shall be stored or used on the land covered by this permit, or in the structures thereon. (F-25)

42 No fences shall be erected upon the premises, except by written permission of the Forest Supervisor. (H-1)

43. Nothing in this permit shall be construed to imply permission to build or maintain any structure not specifically named on the face of this permit, or approved by the Forest Service in the form of a new permit or permit amendment. Additional structures requiring specific approval shall include, but are not limited to: signs, fences, nameplates, mailboxes, newspaper boxes, boathouses, docks, pipelines, and television antenna. (X-3)

44. This permit is for the occupancy of land for the purposes stated and does not provide for the furnishing of road maintenance, water, fire protection, or any other such service by a Government agency, utility, association, or individual. (X-14)

45. This permit supersedes a special-use permit designated: 2720, Special Use Permits 10-14-60. Counties of Solano, Colusa, and Yolo (Fouts Springs). (X-18)

46. The sale of liquors or other intoxicating beverages is expressly prohibited on the area covered by this permit. (X-25)

47. The permittee shall restrict all parking to areas approved by the Forest Service. (X-28)

48. No signs or advertising devices shall be erected on the area covered by this permit, or highways leading thereto, without prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards. (X-29)

Accepted: _____ 1975

Approved: April 22 1975

Micro Filmed

Chairman, Board of Supervisors, County of Solano, State of California.

Issuing Officer

Title Acting Forest Supervisor

Chairman, Board of Supervisors, County of Colusa, Sate of California.

Chairman, Board of Supervisors, County of Yolo, State of California.

In the Board of Supervisors, County of Solano
State of California

Micro Fiched

IN THE MATTER OF

Extract of the meeting
of March 4, 1975

TERM SPECIAL USE PERMIT WITH
U. S. FOREST SERVICE FOR
FOUTS SPRINGS BOYS CAMP

The Term Special Use Permit between the Forest Service, U. S. Department of Agriculture and the counties of Solano, Colusa and Yolo for use of 75 acres for maintaining and operating an organization camp for wards of the Juvenile Courts (Fouts Springs Boys Camp) was submitted for the Board of Supervisors approval.

If the counties should be required to move before the lease expires, we are requesting the amount of payment for improvements (paragraph 17, page 2 of said permit) be increased to $1,000,000.

On motion of Supervisor Hannigan and seconded by Supervisor Scofield the Board approved the Use Permit Agreement and execution by the Chairman and initial of amendment of paragraph 17, page 2. So ordered by all aye vote.

I, NEIL CRAWFORD, County Clerk of the County of Solano, and ex-officio clerk of the Board of Supervisors in and for said County, do hereby certify the within and aforesaid to be a full, true and correct copy of an order made and entered on the minutes of said board.

Witness my hand and Seal of said Board this

4 day March 19 75

NEIL CRAWFORD, County Clerk

By [signature] Deputy Clerk

Book

(10)

KAISER FOUNDATION HEALTH PLAN INC

YOLO COUNTY AGREEMENT NO. 124

A Nonprofit Corporation
Northern California Region

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT
AMENDMENT

Group No. 61-1030 (PERS Retirees)

The Group Medical and Hospital Service Agreement between Kaiser Foundation Health Plan, Inc. and the Group named below is amended as follows:

The first paragraph of Section 2.A.(2) of the Service Agreement is amended to read as follows:

(2) Family Dependents. To be eligible to enroll as a Family Dependent a person must be either:

(a) the spouse of the Subscriber, or

(b) a dependent child of either the Subscriber or the spouse of the Subscriber and either:

(i) unmarried and under the age of 24, in families of four or more Members, a periodic payment in addition to the full family rate or the total of the appropriate amounts shown on the Face Sheet for Subscriber, first Dependent, and additional Dependents, will be charged for each child age 19 to 24, or

(ii) over the age of 19 and incapable of self-sustaining employment by reason of mental retardation or physical handicap incurred prior to age 24, and chiefly dependent upon the Subscriber — the spouse of the Subscriber for support and maintenance; proof of incapacity and dependency must be furnished annually if requested by Health Plan.

The periodic payments are changed to those shown below.

RETIREES

Micro Fiched

FILED

MAR 17 1975

LAURENCE P. HENIGAN, Clerk

By Linda S. Conrad
Deputy

Coverage: Subscribers are covered under "S" Coverage Benefit Schedule.
Family Dependents are covered under "S" Coverage Benefit Schedule.

Periodic Payments: This table shows periodic payments required under this Agreement.

	-1-	MEMBER ENTITLED TO MEDICARE BENEFITS		
		-2-	-3-	-4-
	Member under age 65 entitled to KAISER FOUNDATION HEALTH PLAN benefits (Non-Medicare)	Member who is (i) age 65 or older and has assigned benefits under Part B of Medicare to Health Plan but is not entitled to benefits under Part A, or (ii) is under age 65 and is entitled to benefits under one Part only of Medicare	Member age 65 or older who (i) is not entitled to Part B of Medicare, or (ii) has not assigned Part B benefits to Health Plan	Member who is entitled to benefits under both Parts A and B of Medicare and has assigned Part B benefits to Health Plan
Subscriber	$ 23.61	$ 23.61	$ 23.61	$ 13.65
First Dependent	$ 23.61	$ 23.61	$ 23.61	$ 13.65
Additional Dependents	$ 20.93	$ 20.93	N/A	$ 13.65
Dependent child age 19 to 24 in family of four or more Members (Section 2.A.(2)(b)(i) as amended.)	$ 11.81 per child in addition to full family rate			

COUNTY COUNSEL

BY:
CHIEF DEPUTY COUNTY COUNSEL

Date accepted March 17, 19 75

Yolo County
Auditor's Office
Court House
Woodland, California 95695

COUNTY OF YOLO

By
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Executed at Oakland, California to take effect

as of July 1, 1975

Date March 12, 1975

KAISER FOUNDATION HEALTH PLAN, INC.
A California nonprofit corporation

By John C. Custer
Authorized Representative, Northern California

680 SS P/R dr3A dep9+

08314 (1-75)

Book

YOLO COUNTY AGREEMENT NO. 75-85

FILED
OCT 22 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

RECEIVED
OCT 22 1975
LAURENCE P. HENIGAN, Clerk
By..... Deputy

03-Yol-84 22.0/23.1

03207 - 122611

West Capitol Avenue to 0.1 Mi. W. of Todhunter Avenue

District Agreement No. 757

THIS AGREEMENT, MADE AND ENTERED INTO THIS

17TH DAY OF MARCH, 1975

BY AND BETWEEN

Micro Fiched

COUNTY OF YOLO
a political subdivision of the State of California, hereinafter referred to as "COUNTY"

AND

STATE OF CALIFORNIA
acting by and through its Business and Transportation Agency, Department of Transportation, hereinafter referred to as "STATE"

WHEREAS, STATE and COUNTY contemplate installation and modification of traffic control signal systems and safety lighting at the intersections of West Capitol Avenue, Rock Rose Road and Kegle Drive with State Highway Route 84, all of which is situated within the County of Yolo, and desire to specify herein the terms and conditions under which said systems are to be installed, financed and maintained.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

SECTION I

Micro Fiched

STATE AGREES:

(1) To install and modify the traffic control signal systems and safety lighting hereinbefore mentioned, through construction by contract with construction contractor licensed by the State of California, said contract to be carried out in accordance with provisions of the State Contract Act, Chapter 3, Part 5, Division 3, Title 2 of the Government Code, and work completed in conformity with plans and specifications of STATE.

(2) To bear the entire expense of preparation of plans and specifications, and STATE'S share of construction engineering costs (including all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE'S standard accounting procedures) and construction costs required to complete the installations referred to herein, such share to be a sum bearing the same proportion to the total cost of installation

of the traffic control signal systems and safety lighting as the number of legs of highways under jurisdiction of STATE at the intersections involved bears to the total number of legs of highways at such intersections.

(3) To maintain and operate the entire traffic control signal systems and safety lighting as installed.

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SECTION II

COUNTY AGREES:

(1) To deposit with STATE within 30 days of receipt of billing therefor (which billing will be forwarded immediately following STATE'S bid advertising date of a construction contract for the aforesaid installation), the amount of $14,000.00, which figure represents COUNTY'S estimated share of construction engineering costs and construction costs required to complete the installations referred to herein.

The actual amount of COUNTY'S share of construction engineering costs (including all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE'S standard accounting procedures) and construction costs will be determined after completion of work and a financial settlement made upon final accounting of costs. Said share will be a sum bearing the same proportion to the total cost of installation and modification of the traffic control signal systems

and safety lighting as the number of legs of highways under jurisdiction of COUNTY at the intersections involved bears to the total number of legs of highways at such intersections.

Micro Fiched

(2) To reimburse STATE for COUNTY'S proportionate share of the cost of maintenance and operation of said traffic control signal systems and safety lighting, such share to be determined in the manner provided in that Agreement for Maintenance of traffic signals and safety lighting on State highways within the COUNTY which is in effect at the time said costs are incurred, or if no such agreement exists, such share to be a sum bearing the same proportion to the total cost of maintenance and operation of said traffic control signal systems and safety lighting as the number of legs of highways under jurisdiction of the COUNTY bears to the total number of legs of highway at such intersections.

(3) To furnish the necessary right of way unless otherwise provided for and to certify to STATE that the right of way is owned by COUNTY or that COUNTY has Right of Entry to do work prior to April 30, 1975.

SECTION III

It is mutually understood and agreed:

(1) That obligations of STATE under terms of this Agreement are subject to the allocation of funds by the California Highway Commission.

(2) That neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.

(3) That neither COUNTY nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to COUNTY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to COUNTY under this Agreement.

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(4) That, should any portion of the project be financed with Federal Funds or State Gas Tax Funds, all applicable procedures and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.

(5) That Federal Aid Urban Funds of approximately 83 percent will be applied to the cost of work performed pursuant to this Agreement before STATE and COUNTY participation as described hereinbefore is apportioned.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, the provisions of which Agreement are effective as of the day, month and year first hereinabove written.

Micro Fiched

STATE OF CALIFORNIA
Department of Transportation

R. J. DATEL
Chief Engineer

By Sam Helwer
District Director of Transportation

COUNTY OF YOLO

By Betsy C. Marchetti
Chairman, Board of Supervisors

Attest: LAURENCE P. HENIGAN, Clerk
Clerk of the Board of Supervisors
By Barbara Rodgers
DEPUTY

Approved as to Form
and Procedure:

County Attorney

YOLO COUNTY AGREEMENT NO. 75-86

FILED

APR - 1 1975

LAURENCE K. HARRIS

By: Paula C. Corral

THIS AGREEMENT, made and entered into this 17th day of March, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and JIM PURCELL and BETSY HAND, hereinafter referred to as CONSULTANTS,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. COUNTY has applied for and received grant funds to undertake a family therapy training program for peace officers within Yolo County.
2. CONSULTANTS are familiar with the requirements and provisions of said grant of funds from the State of California, and represent that they are capable of carrying out said work.
3. That a description of said project is contained in the documents attached hereto, collectively marked Exhibit "A" and incorporated herein by reference thereto.

AGREEMENTS:

1. CONSULTANTS shall perform the services described in Exhibit "A" in a proper and workmanlike manner, and shall undertake said work promptly upon execution of this agreement. In undertaking this project, CONSULTANTS covenant and warrant that they will devote twenty (20) hours to said project, as is described in Exhibit "A".

2. CONSULTANTS shall be paid no more than TWO THOUSAND TWO HUNDRED and No/100($2,200.00) DOLLARS for his work, as follows:

$1,100 on March 27, 1975
$1,100 on April 10, 1975

Said amounts shall be paid by COUNTY to CONSULTANTS only upon a claim upon the COUNTY detailing actual hours worked, to be countersigned by the Probation Officer of Yolo County, as an indication that said claim is approved.

Micro Fiched

3. Either party to this contract may terminate same upon thirty (30) days' written notice. For this purpose, and for all other purposes under the terms of this agreement, the addresses of the parties hereto are given as follows:

Yolo County Probation Department
P.O. Box 239
Woodland, California 95695

Jim Purcell
1353 Lincoln Avenue
San Rafael, California

Betsy Hand
1353 Lincoln Avenue
San Rafael, California

4. COUNTY shall reimburse CONSULTANTS for travel expenses in the amount of $0.15 per mile, but for no more than 800 miles, actually travelled by CONSULTANTS in the performance of their work hereunder.

5. CONSULTANT shall maintain all necessary and appropriate records of work performed, mileage travelled, time spent and similar date to enable the COUNTY to perform any necessary

or appropriate audit of this program.

6. All materials prepared and developed, and all data acquired by CONTRACTOR shall remain at all times during the course of the project and thereafter the property of the County of Yolo, and not the property of CONSULTANTS.

7. CONSULTANTS are performing the services described herein as independent contractors, and not as an employee of COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy C. Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS

CONSULTANTS

JIM PURCELL

BETSY HAND

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Paula C. Conrad
DEPUTY

(SEAL)

Approved as to Form

Dated: .....

County Counsel
of Yolo County

APPLICATION FOR FUNDS UNDER AB 180

1.)	Title of Project Location - Yolo County	Family Therapy Training
2.)	Applicant	Yolo County Probation Department Leroy Ford, County Probation Officer P.O. Box 239 Woodland, CA 95695
3.)	Project Director	Thomas Pavao, Probation Officer III P.O. Box 239 Woodland, CA 95695
4.)	Financial Officer	Arthur Heasley Auditor-Controller Courthouse - Room 211 Woodland, CA 95695
5.)	Official Designated to Receive Funds	Leroy Ford, County Probation Officer P.O. Box 239 Woodland, CA 95695
6.)	Duration of Project	4 weeks March 20, 1975 - April 10, 1975
7.)	Total Project Costs	$2,320 (See attached budget)

Micro Fiched

EXHIBIT "A"

8.) Program Plan

a. Project Summary

This project will provide an introduction to the theories and techniques of family therapy. It will be offered by two therapists from the Marin Family Therapy Institute to the probation staff and the juvenile officers of the various county police agencies. These agencies include: the Yolo County Sheriff's Office, the Davis Police Department, the Woodland Police Department, and the Winters Police Department. The course would provide twenty hours of intensive instruction to be offered one day a week for four weeks.

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b. Project Objectives

This is basically an introductory course and has two major aims:

1. To enable the officers to analyze the structure of a dysfunctional family and recognize its various processes.

2. To provide the officer with the basic resources and interventions so that he can deal with reasonable effectiveness with these families.

c. Results to be Achieved, Measure of Effectiveness

At the end of the training course, each officer will be able to demonstrate knowledge and some of the diagnostics, process, and systems of families. They also should be able to "diagnose families, work with families as units and sub-systems, and develop useful techniques. These areas will be measured by means of a pre- and post-test of all those who participate.

d. Background

It has come to be generally recognized that the family is the key to correctional success because the family is often the key to delinquent and pre-delinquent behavior. Prevention and correction of abusive and delinquent behavior require both knowledge of the forces within a family that influence behavior and the ability to utilize techniques, skills and supportive services to modify these forces.

It has also become necessary for the probation officer and police officer to be familiar with these skills since often they are called on to do family counseling. Often in

the course of their work they are required to do both crisis family counseling and long-term family counseling. Since the family is among the most complex of human systems, those who deal with it must be highly trained. Up to this point most of the officers of our county have received little, if any, training in this vital area.

e. Approach to Solving the Problem

Two therapists from the Family Therapy Institute of Marin would provide an introductory course for juvenile peace officers and probation officers in Yolo County in the theory and techniques of family therapy.

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The number of those to be trained would total approximately forty people. The course would provide the officers with the basic tools for doing family counseling.

f. Statement of Work and Work Schedule

The course requires twenty total hours to be done on four consecutive week days in the months of March and April, 1975. There would be two trained therapists present to provide adequate supervision for the large class anticipated.

BUDGET

a. Salary Cost

1. Staff - 2 family therapists $110/hr X 20 hrs. (includes benefits)	$2,200.00

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b. Operating Expenses

1. Travel @ $.15/mile X 800 miles	$ 120.00
	$2,320.00

Yolo County

P.O. Box 239
Woodland, CA 95695

FILED

APR 17 1975

LAURENCE P. HENIGAN, Clerk

By PETE E. LUCAS Deputy

AGREEMENT NO. 75- 87

(Agreement Renewing and Extending the Term of Agreement No. 74-3)

THIS AGREEMENT made and entered into this 17th day of March, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and FRANK B. CLENDENEN, President, CLENDENEN & ASSOCIATES - CONSULTANTS, INC., hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. Agreement No. 74-3 has expired by its terms as of the end of the year 1974.
2. The parties desire to extend and renew said agreement for an additional term.
3. Services have been rendered pursuant to said Agreement No. 74-3 in contemplation of the renewal of said agreement by this agreement.

AGREEMENTS:

1. Agreement No. 74-3 is incorporated herein by reference thereto, and is by this agreement extended until June 30, 1975.
2. In all other respects, the parties hereto agree to all of the terms and conditions contained in said Agreement No. 74-3.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

Frank B. Clendenen
FRANK B. CLENDENEN, President
CLENDENEN & ASSOCIATES - CONSULTANTS, INC.

RECEIVED
APR - 9 1975
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
APR - 9 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

YOLO COUNTY AGREEMENT NO. 75-88

FIRST AMENDMENT TO
AGREEMENT FOR SEWAGE COLLECTION
AND TREATMENT
(EL MACERO SEWER INTERCEPTOR PROJECT)
YOLO COUNTY AGREEMENT NO. 74-214

THIS FIRST AMENDMENT TO AGREEMENT FOR SEWAGE COLLECTION AND TREATMENT (EL MACERO SEWER INTERCEPTOR PROJECT), YOLO COUNTY AGREEMENT NO. 74-214, made and entered into this 17th day of March, 1975, by and between the COUNTY OF YOLO, hereinafter referred to as "County", and the CITY OF DAVIS and the DAVIS MUNICIPAL SEWER FACILITIES DISTRICT NO. 1, hereinafter referred to as "City Parties".

Micro Fiched

W I T N E S S E T H :

Reference is made to that certain agreement entitled "Agreement for Sewage Collection and Treatment (El Macero Sewer Interceptor Project)", Yolo County Agreement No. 74-214, entered into on the 2nd day of October, 1974, by and between the parties hereto.

WHEREAS, it is the intent of the parties hereto to amend said agreement hereinabove referred to only in certain particulars and in all other respects to reaffirm said agreement;

NOW, THEREFORE, the parties hereto agree that said agreement shall be amended to include Paragraph IV(a)(4) to read as follows:

> "(4) County shall acquire right-of-way easements and temporary working easements necessary for the construction or operation and maintenance of Project across those parcel(s) which are located in unincorporated areas of Yolo County. Costs of any right-of-way acquisition shall be credited against the amounts payable by County under Paragraph IV(a)(2) of this agreement."

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Agreement for Sewage Collection and Treatment (El Macero Sewer Interceptor Project), Yolo County Agreement No. 74-214, to be signed on the day and year first above written,

/ / /

upon which date this amendment shall be effective.

COUNTY OF YOLO
"County"

By: Betsy A. Marchand
Chairman, Board of Supervisors

ATTEST:

LAURENCE P. HENIGAN, Clerk

Micro Fiched

By: Barbara Rodgers
Deputy Clerk

CITY OF DAVIS and
DAVIS MUNICIPAL SEWER FACILITIES
DISTRICT NO. 1
"City Parties"

By: Joan G. Poulos
JOAN G. POULOS, Mayor

ATTEST:

Howard L. Reese
HOWARD L. REESE
City Clerk

APPROVED AS TO FORM.

CHARLES R. MACK
County Counsel
County of Yolo

By: _____
Deputy County Counsel

APPROVED AS TO FORM.

William L. Owen
WILLIAM L. OWEN
City Attorney
City of Davis

FILED
APR - 3 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 75-89

(Agreement and Grant of Exclusive License to Occupy County Land to Conduct a Recreational Business)

THIS AGREEMENT, made and entered into this 24th day of March, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and SAM FORTNER, hereinafter called CONTRACTOR,

W I T N E S S E T H:

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RECITALS:

1. COUNTY is the owner of that certain parcel of real property known as CACHE CREEK CANYON REGIONAL PARK.
2. Said real property borders on and contains a portion of a navigable stream and waterway known as Cache Creek.
3. Said park site and Cache Creek is suitable for the recreational use described hereinafter, and COUNTY wishes the public services described herein performed by a private entrepreneur rather than by County employees.
4. CONTRACTOR represents that he is familiar with said park site, and is familiar with said navigable waterway, and the lands through which it flows.

AGREEMENTS:

1. CONTRACTOR is hereby granted an exclusive lease, license, privilege and concession to occupy a portionof said land only for the purposes described herein, for a period of five (5) years from date of execution of this agreement.
2. CONTRACTOR is hereby granted an option to renew and extend this lease and concession for an additional term of up to five (5) years commencing on the expiration of this lease on 1st day of April, 1980.

Said option may be exercised by CONTRACTOR during the last ninety (90) days of the term hereof. The said option may be exercised by CONTRACTOR by notice in writing to COUNTY of same, and a statement in writing that he covenants and undertakes to comply with all of the terms and conditions of this agreement for said, and during said, extended term.

3. CONTRACTOR shall erect or construct an equipment storage and office building not to exceed the dimensions of 12 feet by 45 feet. Said building shall be located on a site to be selected by the Director of Parks and Recreation (hereinafter referred to as DIRECTOR). Said building shall have board and batten siding as approved by the Director.

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4. CONTRACTOR shall engage in the following operation and service:

   A. During the recreational season, approximately from the first weekend in April to the last weekend in September, CONTRACTOR shall have available for rental no less than 50 inflatable two-man rafts, and shall rent said rafts to members of the public for recreational travel down Cache Creek to a point of egress or landing to be located by CONTRACTOR hereafter, subject to the approval of the Director.

   B. Said operation shall be open for said business a minimum of every weekend and every public holiday during said recreational season, from 8:00 A. M. until 4:00 P. M. of each day.

5. This concession is further subject to the following rules and regulations:

   a) CONTRACTOR's employees shall wear clean and suitable clothing at all times.

   b) Horns and sound devices shall not be used except with prior written approval of the Director.

c) CONTRACTOR shall provide all customers approved life preservers, and litter bags, to be carried on and in said rafts, and shall publish a specific set of written safety rules to be followed by each customer; a copy of said safety rules shall be delivered to each customer prior to permitting the customer to travel on the said waterway.

d) CONTRACTOR shall maintain an adequate supply of first aid equipment, paraphanalia and medicinal supplies.

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e) CONTRACTOR shall report to the Director any and all reports or information obtained by him as to any property damage or acts of vandalism allegedly committed by any of his customers upon any of the lands bordering said waterway.

f) CONTRACTOR shall further advise the Director of any newly discovered safety hazards or unsafe conditions along or upon said waterway. Written records shall be maintained by CONTRACTOR of all such information, and said reports as received.

g) CONTRACTOR shall develop and carry out a program for the prevention of littering of the banks of Cache Creek by his customers; said program shall include regular cleaning operations of said area, and shall be undertaken in accordance with the direction and requirements of the Director.

h) CONTRACTOR shall maintain the area surrounding the said building in a clean, neat, and litter-free condition.

6. Director may from time to time issue directives, rules and regulations to the CONTRACTOR as to safety measures and details of operation, which directives, rules and regulations shall thereupon be deemed to be terms and provisions of this agreement. CONTRACTOR shall comply with all of said directives, rules, and regulations. In the event CONTRACTOR asserts that any of said rules, regulations or directives are improper,

unreasonable, or otherwise inappropriate, CONTRACTOR may address his contentions to the Board of Supervisors of the County of Yolo for resolution of the dispute. In such an event, the decision of the Board of Supervisors shall be final.

7. For this concession, lease, license and privilege, CONTRACTOR shall pay to COUNTY a sum equal to eight (8%) percent of his gross receipts of this enterprise. "Gross receipts" is defined herein as meaning all sums of money received by him from any and all customers and patrons of this enterprise and any and all other receipts of money or funds obtained by him by reason of his operation of this lease and concession. CONTRACTOR shall pay said percentage of gross receipts at the end of each month during said recreational season.

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8. CONTRACTOR shall purchase and maintain in effect a comprehensive public liability insurance policy, with the County named as a party insured, in the minimum amount of $500,000 for bodily injury or death of each person, and $1,000,000 for injuries or deaths arising from any one accident or occurrence, and $50,000 for property damage for each occurrence insuring liability for injuries to persons and property arising out of the operation of this enterprise, or the acts of any person, whether customer, agency, or servant of CONTRACTOR arising out of or suffered by reason of the operations of this enterprise. Such a policy of liability insurance shall be maintained during the entire term of this agreement or any renewal or extension thereof. Said insurance policy shall contain a provision to the effect that prior to cancellation or termination of said policy a thirty-day written notice to COUNTY of such proposed cancellation or termination shall be rendered by the insurance company. CONTRACTOR shall furnish COUNTY a copy of said insurance policy upon the execution of this agreement.

9. CONTRACTOR shall keep and hold COUNTY free and harmless from,

and shall defend COUNTY from any and all claims, causes of actions, costs, or expenses for legal services that may arise out of or pursuant to the operation of this concession, or which may be occasioned by the negligent act or omission to act which amounts to negligence on the part of CONTRACTOR, his patrons or customers, or any of his agents or employees. This covenant extends to and pertains to the conduct and activities of CONTRACTOR, his agents, servants, and employees, and his customers or patrons as to landowners and occupiers of land whose property borders the waters of Cache Creek in the area of CONTRACTOR's operations.

Micro Fiched

10. CONTRACTOR shall issue numbered tickets or receipts to each customer indicating sums charged for raft rental.

11. CONTRACTOR shall maintain an adequate set of books, records, and ledgers clearly showing or setting forth the amount of his gross receipts and income for each day of operation. Said books and records shall be available to COUNTY for inspection at any reasonable time, upon reasonable request. The concession, license and privilege granted hereunder may not be assigned, transferred or delegated to any person, firm or corporation by CONTRACTOR without the written consent of COUNTY. In the event of insolvency, or the commission of any act of bankruptcy, or the filing of any petition in bankruptcy by CONTRACTOR, COUNTY may terminate this agreement and grant forthwith upon notice of termination.

12. CONTRACTOR shall serve all customers and members of the public without discrimination for reasons of race, sex, color, or creed of national origin; CONTRACTOR shall refuse to rent rafts to persons who, in his best judgment, appear to be incapable of managing a raft and safetly navigating said waterway, or who otherwise appear to be threats to the public peace, or to their own or public safety.

13. In the event of default in or breach of any of the covenants and undertakings contained herein, or violation of any rule, regulation and requirement contained in Paragraph 4 or made and imposed by the Director, COUNTY may terminate this agreement upon fifteen (15) days' written notice, or may, at its option employ any and all other legal remedies available to it to protect its interests hereunder.

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14. The waiver by COUNTY of any breach or default in the terms of this agreement by CONTRACTOR shall not constitute a waiver thereafter of that breach or any other breach. CONTRACTOR shall promptly pay all local property ad valorem taxes assessed to his possessory interest in County lands created hereunder.

15. No grant of power or privilege has been made by COUNTY to CONTRACTOR hereunder save and except as described herein.

16. CONTRACTOR is engaged herein in all of his activities as an independent contractor, and not as an employee of Yolo County.

17. COUNTY does not assume responsibilities for the condition of said waterway as to navigability. COUNTY does not warrant or represent to CONTRACTOR that the use of said waterway by CONTRACTOR as proposed herein is with any legal right, power, privilege or immunity. CONTRACTOR is relying upon his interpretation of the laws relating to navigable waterways in entering into this agreement.

18. Either party to this agreement may cancel and terminate this agreement by giving the other party 120 days' notice in writing of his or its intention to do so. This agreement shall at the end of said 120-day period automatically and without further notice be deemed terminated, expired, and null and void.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

//////

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty G. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
4-3-75

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

Micro Fiched

CONTRACTOR -

Jan Fortier

FILED

Agreement No. 75-90

Woodland, California

March 24, 1975

T.H. Roth
Grantor

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 75-6 in the form of a Grant Deed, covering the following described property:

Micro Fiched

A parcel of land being a portion of Sections 1 and 2, Township 8 North, Range 1 East, M.D.B.&M., Yolo County, California, said parcel being more fully described as follows:

COMMENCING at the Southeast corner of said Section 1; thence North 89°43'00" West 30.00 feet along the South line of said Section 1; thence North 00°00'29" East, 30.00 feet along a line parallel with the East line of said Section 1 to THE TRUE POINT OF BEGINNING; THENCE Westerly along a line parallel with and 30.00 feet Northerly of the South line of said Sections 1 and 2 the following three (3) courses; (1) North 89°43'00" West, 2609.35 feet, (2) North 89°49'48" West 2640.67 feet, (3) North 89°50'38" West 500.01 feet; thence North 00°09'22" East 20.00 feet; thence Easterly along a line parallel with and 50.00 feet Northerly of the South line of said Sections 1 and 2 the following three (3) courses: (1) South 89°50'38" East 500.01 feet, (2) South 89°49'48" East 2640.69 feet, (3) South 89°43'00" East 2084.08 feet to the West line of that certain parcel of land described in the deed from T.H. Roth to the County of Yolo recorded in Volume 1077 of Official Records at Page 644, Yolo County Records, thence South 00°17'00" West 17.00 feet along said West line; thence South 89°43'00" East 525.28 feet to the West right of way line of County Road No. 98; thence South 00°00'29" West 3.00 feet along said West line to the true point of beginning.

Containing 2.435 Acres

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account,

or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the total sum of $9,170.00 to be allocated as follows:

Micro Fiched

1. $4,870.00 for the property as conveyed by Grant Deed No. 75-6 (herein described within sixty (60) days after the date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

2. $4,000.00 for the improvements located within the property as conveyed by Grant Deed No. 75-6.

3. $300.00 to excavate irrigation and drainage ditches on Grantor's remaining property to replace the existing ditches located within the property conveyed by Grant Deed No. 75-6.

This transaction will be handled through an escrow number 69378 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

C. During construction of this project (known as County Road 31, Work Order No. 4241) and prior to completion, the County will:

1. Construct a seventeen foot wide irrigation ditch pad between Engineers Stations 6 + 50 and 16 + 50. The pad will be located adjacent to the North line of the herein above described property but on Grantors property. The proposed pad will have a top elevation approximately equal to that of the existing pad.

2. Rotate the pump left of Engineers Station 26 + 20 to discharge into the above mentioned irrigation ditch pad.

III. Grantor hereby agrees to permit County or its Contractor to enter upon the lands of the Grantor as may be necessary to accomplish the work as described in C. above.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: March 24, 1975

Recommended for Approval

By Lloyd H. Roberts

Micro Fiched

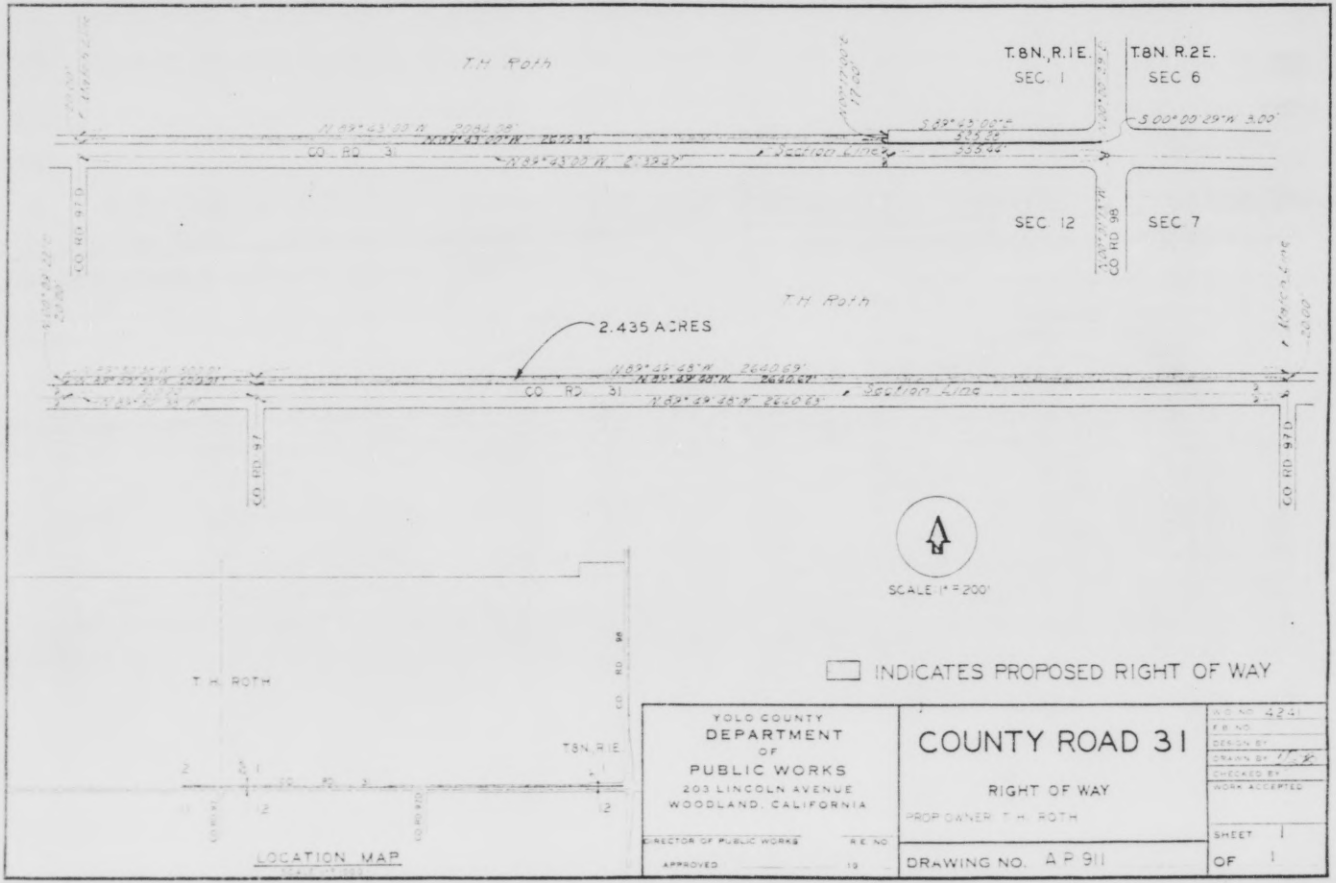
COUNTY OF YOLO

Betsy A. Marchand

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to Form
Dated 3/24/75
County Counsel of Yolo County



Micro Fiched

BK

YOLO COUNTY AGREEMENT NO. 75-91

LOCAL AGENCY-STATE AGREEMENT
for
Federal-aid Improvement Projects

FILED
MAR 24 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

03 Yolo
District County City
AGREEMENT NO. 1

MASTER AGREEMENT

Micro Fiched

THIS AGREEMENT, made in duplicate

this 24th day of March, 1975, by and between

Yolo County, political subdivision(s) of the State of California, hereinafter referred to as "LOCAL AGENCY," and the STATE OF CALIFORNIA, acting by and through the Division of Highways of the Department of Transportation, hereinafter referred to as "STATE."

WITNESSETH:

WHEREAS, the Congress of the United States has declared it to be in the national interest for Federal Funds to be expended for highway projects; and

WHEREAS, the Legislature of the State of California has enacted legislation by which certain authorized federal funds may be made available for use on local transportation facilities in accordance with the intent of federal acts; and

WHEREAS, there exists a compelling need for improvements of streets and highways within the boundaries of LOCAL AGENCY; and

WHEREAS, LOCAL AGENCY and STATE therefore desire to make use of such federal funds as may be made available within the jurisdictional boundaries of said LOCAL AGENCY; and

WHEREAS, before Federal-aid will be made available for projects, LOCAL AGENCY and STATE are required to enter into an agreement relative to prosecution of the said project and maintenance of the completed facility.

THEREFORE, the parties agree as follows:

ARTICLE I - CONDITIONS

Federal funds may participate only in work which has been officially programmed to and authorized by the Federal Highway Administration in advance of its performance.

ARTICLE II - IMPROVEMENTS

Micro Fiched

1. The term "IMPROVEMENT" as used herein means any work that is financed in part with federal funds.

2. Supplemental Local Agency-State Agreements (programs), for improvements, shall be in a form prescribed by STATE and shall designate the federal funds requested and the matching funds to be provided by LOCAL AGENCY and if a State Highway is involved the matching funds to be provided by STATE. Adoption of the program by LOCAL AGENCY and approval by STATE shall cause such program to be a part of this agreement as though fully set forth herein. Unless otherwise delegated the program shall be approved by the LOCAL AGENCY'S governing body. Cooperative projects including work on a State highway shall be the subject of a separate cooperative agreement.

3. In processing IMPROVEMENTS, LOCAL AGENCY will conform to all STATE statutes, regulations and procedures relating to the Federal-aid program and to all applicable federal laws, regulations, and policy and procedural or instructional memoranda. This includes, but is not limited to, the holding of public hearings when required, the publishing of various press notices, and the preparation of plans, specifications, and estimates.

4. Unless otherwise designated in the approved program, improvements will be constructed by contract in accordance with regular federal-aid procedures. Such procedures require the use of Standard Specifications having prior Federal Highway Administration approval, FHWA approval of plans, special provisions and estimated costs prior to advertisement, a certification by LOCAL AGENCY with respect to the right-of-way, advertisement for a minimum of 3 weeks prior to bid opening, and prior FHWA concurrence in the award and acceptance of the contract. The contract will be awarded by LOCAL AGENCY, its agent, or by STATE as may be determined between the parties prior to each project advertisement.

5. When an IMPROVEMENT includes work to be performed by a railroad, the contract for such work shall be entered into by LOCAL AGENCY or by STATE, as parties hereto agree. A contract

entered into by LOCAL AGENCY for such work must have prior approval of STATE and the FHWA. In either event, LOCAL AGENCY shall enter into an agreement with the railroad providing for maintenance of the protective devices or other facilities installed under the service contract.

6. LOCAL AGENCY shall provide or arrange for adequate supervision and inspection of each improvement, including contracts awarded by STATE. With prior Federal Highway Administration approval, surveying, inspection and testing may be performed by a consulting engineer provided overall supervision of the contractor's operations and progress is performed by an employee or employees of LOCAL AGENCY.

Micro Fiched

7. STATE shall exercise general supervision over Federal-aid improvements and may assume full and direct control over the project whenever STATE, at its sole discretion, shall determine that its responsibility to the United States so requires. LOCAL AGENCY contracts shall so stipulate.

ARTICLE III - RIGHTS-OF-WAY

1. No contract for the construction of a Federal-aid IMPROVEMENT shall be awarded until the necessary rights-of-way have been secured. Prior to the advertising of a project on a local street, LOCAL AGENCY shall certify and upon request shall furnish STATE with evidence that necessary rights-of-way are available for construction purposes or will be available by the time of contract award.

2. LOCAL AGENCY agrees to hold STATE harmless from any liability which may result in the event the right-of-way is not clear as certified. The furnishing of right-of-way as provided for herein includes, in addition to all real property required for the improvement, the payment of damages, as required, to real property not actually taken but injuriously affected by the proposed improvement. LOCAL AGENCY shall pay from its funds any costs which arise out of delays to the contractor because utility facilities have not been removed or relocated, or because rights-of-way have not been made available to the contractor for the orderly prosecution of the work.

3. Subject to STATE approval and such supervision over LOCAL AGENCY'S right-of-way acquisition procedures as STATE may determine is necessary, LOCAL AGENCY may claim reimbursement from Federal funds for expenditures to purchase rights-of-way included in an approved program.

4. The LOCAL AGENCY will comply with Title III of the Uniform Real Property Acquisition Policy.

5. Whether or not Federal-aid is to be requested for right-of-way, should LOCAL AGENCY, in acquiring right-of-way for the IMPROVEMENT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in Chapter 5 of Title 23, U. S. Code. The public will be adequately informed of the relocation payments and services which will be available and to the greatest extent practicable no person lawfully occupying real property shall be required to move from his dwelling or to move his business or farm operation without at least 90-days written notice from the LOCAL AGENCY. LOCAL AGENCY will provide the State with specific assurance, on each project, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that LOCAL AGENCY'S relocation program is realistic and is adequate to provide orderly, timely and efficient relocation of displaced persons for the project as required by FHWA directives.

Micro Fiched

ARTICLE IV - FISCAL PROVISIONS

1. When a Federal-aid IMPROVEMENT contract is to be awarded by STATE, matching funds will be provided by LOCAL AGENCY prior to the time that such funds are required to reimburse contractor. STATE will bill LOCAL AGENCY for amount due immediately following contract award or at option of LOCAL AGENCY will submit monthly bills during life of contract.

2. The estimated total cost of Federal-aid projects, the amounts of Federal-aid programmed, and the matching amounts agreed upon may be adjusted by mutual consent of the parties hereto, provided funds are available to cover increases and provided Federal Highway Administration concurs in any increase in the Federal-aid.

3. Upon submittal by LOCAL AGENCY of a statement of expenditures for Federal-aid improvements, STATE will pay its agreed share and will advance an amount equal to the legal pro rata federal share of the costs believed to be eligible for participation with federal funds and will voucher Federal Highway Administration for subsequent reimbursement.

4. LOCAL AGENCY shall use "nonfederal" funds to finance the local share of eligible costs and expenditures ruled ineligible for financing with federal funds. STATE shall make preliminary determination of eligibility for federal fund financing. Ultimate determination shall rest with the Federal Highway Administration. Any overpayment of amounts due shall be returned to STATE upon demand.

5. When any portion of a LOCAL AGENCY project is performed by STATE, charges therefor shall include assessment on direct labor costs in accordance with Section 8755.1 of the State Administrative Manual. The portion of such charges not financed with Federal funds shall be paid from funds of LOCAL AGENCY.

6. Should LOCAL AGENCY fail to pay monies due STATE within 30 days of demand or within such other period as may be agreed between the parties hereto, STATE, acting through State Controller, may withhold an equal amount from future apportionments due LOCAL AGENCY from the Highway Users Tax Fund.

7. Auditors of STATE and the United States shall be given access to LOCAL AGENCY'S books and records and shall be given such assistance and information as is requested for the purpose of checking costs paid or to be paid by STATE hereunder.

Micro Fiched

ARTICLE V - MISCELLANEOUS PROVISIONS

1. This agreement shall have no force or effect unless and until said project has been authorized by the Federal Highway Administration.

2. The Congress of the United States, the Legislature of the State of California, and the Governor of the State of California, each within their respective jurisdiction, have prescribed certain employment practices with respect to contract and other work financed with Federal or State funds. LOCAL AGENCY shall insure that work performed under this agreement is done in conformance with rules and regulations embodying such requirements where they are applicable. Any agreement or service contract entered into by a LOCAL AGENCY for the performance of work connected with this agreement shall incorporate Exhibit "A" attached hereto, or such other provisions as STATE or Federal Highway Administration may prescribe.

3. When Federal funds are to participate in the cost of the work done by a consultant, the agreement or contract with the consultant may not be executed or awarded until the selection of the consultant and the terms of the agreement or contract have been found by STATE to be in conformance with Federal Policy and Procedures and have been approved by the Federal Highway Administration. Such agreement or contract shall include a provision that the work and records of the consultant are subject to inspection at all times by representatives of LOCAL AGENCY, STATE, and the Federal Highway Administration and that agreement or contract may be terminated by LOCAL AGENCY upon a finding that the consultant is failing to live up to the terms of the agreement or contract. All major changes in the agreement or contract must have prior approval of the Federal Highway

Administration. All such approvals shall be requested through STATE. As soon as agreement or contract with consultant has been awarded five certified copies of said agreement or contract shall be submitted to STATE.

4. LOCAL AGENCY and its contractors shall retain all original records and documents relating to work hereunder financed in part with federal funds and shall make same available for inspection by STATE and Federal representatives upon request. Following final settlement of the project accounts with the Federal Highway Administration, such records and documents may be microfilmed at the option of LOCAL AGENCY but in any event shall be retained for a period of three years after submission of the final voucher for the project.

Micro Fiched

5. (a) Neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by a LOCAL AGENCY under or in connection with any work, authority or jurisdiction delegated to a LOCAL AGENCY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, LOCAL AGENCY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by LOCAL AGENCY under or in connection with any work, authority or jurisdiction delegated to LOCAL AGENCY under this agreement.

(b) Neither LOCAL AGENCY nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold LOCAL AGENCY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this agreement.

ARTICLE VI - MAINTENANCE

1. Upon acceptance by the awarding authority of a completed Federal-aid improvement project or upon the contractor being relieved of the responsibility for maintaining and protecting a portion of the work, the agency having jurisdiction over the street shall maintain the completed work in a manner satisfactory to the authorized representatives of the United States. If, within 90 days after receipt of notice from STATE

that a project on a street under its jurisdiction or any portion thereof, is not being properly maintained, LOCAL AGENCY has not satisfactorily remedied the conditions complained of, the approval of further Federal-aid projects of LOCAL AGENCY will be withheld until the project shall have been put in a condition of maintenance satisfactory to STATE and the Federal Highway Administration. The provisions of this section shall not apply to a street facility which has been vacated through due process of law.

2. The maintenance referred to in paragraph 1 above includes not only the physical condition of the facility but its operation as well. Traffic operations improvements on local streets shall be maintained by an adequate and well-trained staff of traffic engineers and technicians. Said maintenance staff may be employees of a LOCAL AGENCY, another unit of government or a consultant under contract with a LOCAL AGENCY.

Micro Fiched

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers.

STATE OF CALIFORNIA
Department of Transportation
Division of Highways

HEINZ HECKEROTH
Assistant Director, Highways

By _____
Chief, Office of Local Assistance

Approval Recommended:

Micro Fiched

_____
District Director of Transportation

_____
Local Assistance Engineer

COUNTY OF Yolo

By _____
Chairman, Board of Supervisors

ATTEST: LAURENCE P. HENIGAN, Clerk
Clerk of Board

By _____ DEPUTY

EXHIBIT A

NONDISCRIMINATION PROVISIONS:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Micro Fiched

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State highway department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

Micro Fiched

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State highway department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

LOCAL AGENCY Yolo Co. and Colusa Co.
DATE March 24, 1975
SUPPLEMENT NO. 1
TO LOCAL AGENCY - STATE
AGREEMENT NO. 1

PROGRAM

of

LOCAL AGENCY FEDERAL AID SAFETY IMPROVEMENT PROJECTS

in the

Yolo County and Colusa County
Local Agency

Micro Fiched

Pursuant to the Federal Highway Safety Act, the attached "Program" of Federal Aid Projects marked "Exhibit B" is hereby incorporated in that Master Agreement for the Federal-Aid Program which was entered into between the above named LOCAL AGENCY and the STATE on March 24, 1975, and is subject to all of the terms and conditions thereof.

The subject program is adopted in accordance with Paragraph 2 of Article II of the aforementioned agreement under authority of ~~XXXX~~/County Resolution No. 75-32 approved by the ~~XXXX~~ ~~XXXXXXX~~/Board of Supervisors on March 24, 1975 (see copy attached).

Yolo County
Local Agency

By Betty A. Marchand
Title

Attest: LAURENCE P. HENIGAN, Clerk
Clerk
By Barbara Rodgers
Deputy

Colusa County
Local Agency

Approved for State

HEINZ HECKEROTH
Assistant Director, Highways

By _____
Chief, Office of Local Assistance

Department of Transportation

By _____
Title

Attest: _____
Clerk

Form DH-OLA-431 (1-75)

Micro Fiched

PROGRAM

of

LOCAL AGENCY FEDERAL AID SAFETY IMPROVEMENT PROJECTS

EXHIBIT B

DATE: March 3, 1975 PROGRAM SUPPLEMENT NO: 1 LOCAL AGENCY: Yolo & Colusa Cos.

Project No.	Location & Description	Total Cost (Est)	Federal Funds	Matching Funds* 10%
RRP 0008(51)	Install automatic gates at RR grade crossing AE-106.4 on County Line Road, between Yolo and Colusa Counties.	$42,000	$37,800	$4,200**

** Shared equally by Colusa and Yolo Counties.

*Local Agency Funds unless otherwise specified

Special Covenants or Remarks- 1. All maintenance, involving the physical condition and the operation of the improvements, referred to in Article VI MAINTENANCE of the aforementioned Master Agreement will be performed by Southern Pacific Transportation Co. at regular intervals, as required for efficient operation of the completed improvements, and in a manner satisfactory to the authorized representatives of The United States.

The cost of maintenance of the crossing protection shall be as allocated by Public Utilities Commission.

Form DH-OLA-432 (1-75)

BK,

FILED
APR - 1 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 75-92

(Agreement for Consultant Services)

THIS AGREEMENT made and entered into by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and SOCIAL SYSTEMS CORPORATION, hereinafter called CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY desires to objectively and thoroughly evaluate, appraise and analyze the effectiveness of the first year of its Youth and Young Adult Diversion Program currently conducted by the Probation Department.
2. CONTRACTOR represents that it has the skill and expertise necessary to perform said work in accordance with all of the terms and conditions of this Agreement.

AGREEMENTS:

1. CONTRACTOR AGREES TO:
   A. Analyze the existing data collection methods with regard to outcomes, treatment procedures, and precipitating conditions, and make recommendations regarding the efficient collection of these data through modification of existing mechanisms.
   B. Develop a questionnaire to be administered to all prosecuting attorneys of Yolo County which would result in depicting the major considerations and their relative importance made by these attorneys when considering Diversion eligibility for a given suspect.
   C. Provide an analysis of the questionnaire responses as related to the data collection process.
2. COUNTY shall provide CONTRACTOR with desk space, clerical

support and necessary materials for the project. County personnel shall assist CONTRACTOR as necessary.

3. Said analysis and evaluation shall be rendered to COUNTY in a comprehensive report, submitted to the Board of Supervisors no later than April 30, 1975.

Micro Fiched

4. For said services, COUNTY shall pay to CONTRACTOR the sum of ONE HUNDRED THIRTY-FOUR DOLLARS and NINETY-SIX CENTS ($134.96) per diem, on the basis of an eight-hour day. No more than NINE HUNDRED NINETY-FIVE DOLLARS and THIRTY-THREE CENTS ($995.33) shall be expended for all services rendered. Final payment shall be made to CONTRACTOR upon submission of five (5) copies of said report to the Board of Supervisors and upon rendition of a claim by CONTRACTOR detailing services rendered and time spent.

5. All of said services shall be performed by CONTRACTOR in accordance with all of the regulations, terms and conditions contained in the Fiscal Affairs Manual of the Office of Criminal Justice, and all of the rules, regulations, and guidelines prescribed by the Law Enforcement Assistance Administration. Contract terms and provisions contained in the published "Standard Third Party Contract Provision" of the California Office of Criminal Justice Planning are deemed by the parties herein to be a part of this contract by reference thereto where applicable. CONTRACTOR represents that it is familiar with all of said rules, regulations and conditions.

6. Said services shall be performed by CONTRACTOR as an independent contractor, and not as an employee of COUNTY.

7. One progress payment for the questionnaire portion of said analysis shall be made by COUNTY to CONTRACTOR upon rendition of a claim by CONTRACTOR detailing services rendered and time spent. Said progress payment shall not exceed

thirty percent (30%) of the total services claimed under this Agreement.

8. The above stated per diem compensation shall be the total compensation paid to CONTRACTOR for all services rendered under this Agreement and no claims shall be made by CONTRACTOR for any other sum whatsoever.

Micro Fiched

9. CONTRACTOR shall hold COUNTY free and harmless from any claims or causes of action of any nature arising out of the performance of this Agreement.

10. CONTRACTOR shall commence the project upon notice by COUNTY. Either party to this Agreement may terminate this Agreement upon thirty (30) days' written notice. Upon such termination, COUNTY shall pay CONTRACTOR for all services rendered up to the date of said written notice. The address of CONTRACTOR for the purpose of all notices is as follows:

CONTRACTOR:

SOCIAL SYSTEMS CORPORATION
4100 Crondall Drive
Sacramento, California 95825

The address of COUNTY for the purposes of all notices is as follows:

COUNTY:

Chief Probation Officer
COUNTY OF YOLO
P. O. Box 239
Woodland, California 95695

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinafter set forth opposite their signatures.

COUNTY OF YOLO, a political subdivision of the State of California

March 31, 1975

BY Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Balzora Rodriguez DEPUTY MARCH 31, 1975

(SEAL)

Micro Fiched

CONTRACTOR -

SOCIAL SYSTEMS CORPORATION

BY Robert J. Reinarts

MARCH 31, 1975 ROBERT J. REINARTS, PRESIDENT

BK.

XEROX COPY

PACIFIC STANDARD LIFE INSURANCE COMPANY

EXECUTIVE OFFICE: DAVIS, CALIFORNIA

YOLO COUNTY
AGREEMENT NO. 75-93

ENDORSEMENT AMENDING POLICY PROVISIONS

In consideration of the issuance or renewal of the policy to which this Endorsement is attached, said policy is hereby amended as follows:

The amendment integrating benefits with the Medicare Program (form G-2987) is deleted, and benefits paid under this policy will be coordinated with any benefits payable under Medicare (Part A or Part B, Title XVIII of the Social Security Act, as amended from time to time) in accordance with the "Coordination of Benefits" section (form G-2041) of this policy.

Micro Fiched

FILED
MAR 3 1975
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

This Endorsement shall become effective at 12:01 A.M. on the date of issuance shown below. This Endorsement expires concurrently with the policy to which it is attached and is subject to all of the provisions, conditions and limitations of the policy not inconsistent herewith.

In Witness Whereof PACIFIC STANDARD LIFE INSURANCE COMPANY has caused this Endorsement to be signed by its President and Secretary; but this Endorsement shall not be binding upon the Company unless countersigned by the Registrar or a duly authorized agent of the Company.

Attached to and made a part of Policy Number CH.CM 377 issued to COUNTY OF YOLO

Countersigned and issued this March 1, 1975

Thomas Needham
Secretary

By Beverly E. Hart
Registrar or Authorized Agent

Clifford M. Gamble
President

The undersigned policyholder to whom said policy is issued, hereby consents and agrees to the amendment of the policy by the foregoing Endorsement and further, that the original of said Endorsement shall be attached to and considered a part of said policy.

Policyholder COUNTY OF YOLO

By Byron C. Marchand
CHAIRMAN, Board of Supervisors
County of Yolo, State of Calif.

To be signed in duplicate, the original to be attached to the policy and signed duplicate to be sent to the Home Office.

G-2010

YOLO COUNTY AGREEMENT NO. 75-94

FILED

JUN - 3 1975

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers
Deputy

PD-550 (REV. 11-67)
W/Texas A/P
Printed in U.S.A.

MEMORANDUM OF

OIL, GAS AND MINERAL LEASE

Micro Fiched

THIS MEMORANDUM OF LEASE, made this 31st day of March, 19 75, by and between the party or parties whose names are subscribed hereto under the designation of Owners, as and herein called "Lessor" whether one or more, and SHELL OIL COMPANY, a corporation, as and herein called "Lessee";

WITNESSETH:

THAT, upon the terms and provisions set forth in that certain Oil, Gas and Mineral Lease of even date herewith between Lessor and Lessee, Lessor has demised, leased and let and does hereby demise, lease and let unto Lessee, for the purposes and with the exclusive right of prospecting for and of drilling for oil, gas, other hydrocarbons, associated substances, sulphur and other minerals of whatsoever kind or nature and whether or not similar to those hereinabove mentioned (hereinafter collectively called "substances"), and producing, taking and removing such substances, all that certain real property situate in the County of Yolo, State of California, particularly described as follows:

As described on EXHIBIT "A" attached hereto.

including Lessor's entire interest and estate, mineral or otherwise, presently owned or hereafter acquired, in and to said real property and in and to any and all roads, streets, alleys, waterways, canals, sloughs, dikes, ditches, easements, rights and rights of way upon, within or adjoining said real property.

The term hereof shall commence on the date of said lease and continue, subject to termination as therein provided, for a period of twenty (20) years and so long thereafter as provided in said lease; but the term hereof with respect to any interest leased by any party authorized by law to lease for only a restricted period shall be limited to such restricted period, unless during such period the term is extended by appropriate instrument or by operation of law, in which event the interest affected by such extension shall continue subject hereto for the extended period.

Said lease and all the terms and provisions thereof are hereby incorporated herein and made a part hereof in all respects as though fully set forth herein, reference being hereby had to a fully executed copy of said lease in the possession of Lessee for the full particulars thereof. Without limiting the generality of the foregoing, the terms and provisions of said lease include the right of Lessee to surrender all or any part of the leased land and/or its rights as to any or all of said substances, and the right of Lessee to combine for oil and/or gas development and operating purposes all or any part of the leased land or of an interest therein into an operating unit or units with other land or interest therein, whereupon royalty under said lease with respect to the leased land included in any such operating unit shall be payable only upon that proportion of unit production allocated thereto, all as provided in said lease.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date first above written.

OWNERS

COUNTY OF YOLO, A Political Subdivision

BY: Betsy A. Marchand
BETSY A. MARCHAND, Chairman
Board of Supervisors

ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK
Ex-Officio Clerk of the Board of Supervisors

BY: Barbara A. Rodgers, Deputy

SHELL OIL COMPANY

By Robert L. Avary
ROBERT L. AVARY Its Attorney-In-Fact

LESSEE

914

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 5th day of June, in the year 1975, before me Eleanor W. Andersen, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Betsy A. Marchant, known to me to be Chairman of the Board of Supervisors of The County of Yolo, a Political Subdivision of the State of California and BARBARA A. RODGERS known to me to be Deputy County Clerk, ex officio Clerk, Board of Supervisors of said County of Yolo and known to me to be the persons who executed the within instrument on behalf of said political subdivision, and acknowledged to me that such County of Yolo executed the same.

Micro Fiched

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said County and State the day and year in this certificate first above written.

OFFICIAL SEAL
ELEANOR W. ANDERSEN
NOTARY PUBLIC - CALIFORNIA
YOLO COUNTY
My comm. expires MAY 8, 1978

Eleanor W. Andersen

Eleanor W. Andersen
Name (Typed or Printed)
Notary Public in and for said County and State
My Commission expires

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

I, Debra A. Reynolds, a Notary Public in and for said County and State, do hereby certify that ROBERT L. AVARY, to me personally known, and known to me to be the same person who executed the foregoing instrument as Attorney in Fact of SHELL OIL COMPANY, a Delaware Corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is an Attorney in Fact for said corporation, and that said instrument was signed and delivered in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument and his execution thereof to be the free and voluntary act and deed of said corporation, and his own free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this 14th day of April 1975.

Debra A Reynolds
Notary Public

Debra A. Reynolds
Name (Typed or Printed)
In and for said County and State
Residing at P.O. Box 831
Houston, Texas 77001

My Commission Expires:
June 1, 1975.

County of

On this day of, 19, before me
a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

personally known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Name (Typed or Printed)
Notary Public in and for said County and State

My Commission Expires

All that real property situated in the County of Yolo, State of California, described as follows lying southerly of the real property described in Deed to the State of California, recorded July 18, 1966, in Book 832 of Official Records, page 70:

Beginning at the Southeasterly corner of Lot C of Elkhorn Subdivision as designated on that certain map of Elkhorn Subdivision filed of record in the office of the County Recorder of Yolo County in Map Book 2 at page 51; thence North 29° 5' 30" West a distance of 860.71 feet to the south side of Woodland Avenue as shown on aforementioned Subdivision; thence East along the prolongation of the South side of Woodland Avenue to the low water mark on the Westerly bank of the Sacramento River; thence down and along the Westerly bank of the Sacramento River to a point on the low water mark that intersects the prolongation of the center line of Division Road produced northerly as said Division Road is shown on aforesaid Subdivision; thence South 16° 00' 20" West along the center line of said Division Road produced northerly to a point where said center line intersects the northeasterly right of way line of the Sacramento and Woodland Railroad; thence Northwesterly up and along said right of way line to the point of beginning.

Micro Fiched

EXHIBIT "A"

Yolo County

YOLO COUNTY AGREEMENT NO. 75-9

WO420 Rev. 1/72

OIL, GAS AND MINERAL LEASE

THIS LEASE, made this 31st day of March, 19 75, by and between the party or parties whose names are subscribed hereto under the designation of Owners, as and herein called "Lessor" whether one or more, and SHELL OIL COMPANY, a corporation, as and herein called "Lessee";

WITNESSETH:

For and in consideration of a rental paid in advance upon the execution hereof, receipt of which is hereby acknowledged, Lessor does hereby demise, lease and let unto the Lessee, for the purposes and with the exclusive right of prospecting for and of drilling for oil, gas, other hydrocarbons, associated substances, sulphur and other minerals of whatsoever kind or nature and whether or not similar to those hereinabove mentioned (hereinafter collectively called "substances"), and producing, taking and removing such substances, all that certain real property situate in the County of Yolo, State of California, particularly described as follows:

As described on EXHIBIT "A" attached hereto.

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LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers Deputy

including Lessor's entire interest and estate, mineral or otherwise, presently owned or hereafter acquired, in and to said real property and in and to any and all roads, streets, alleys, waterways, canals, sloughs, dikes, ditches, easements, rights and rights of way upon, within or adjoining said real property. All such property shall be deemed to contain 44.96 acres. The term "leased land" wherever used in this lease shall mean only that part of such property as is at the time retained hereunder by Lessee. Lessee shall have the exclusive right, for the purposes aforesaid, to enter and occupy the leased land and to construct, install, maintain and operate thereon or therein (and at any time within 90 days after the expiration or other termination of this lease to remove therefrom) buildings, structures, machinery, instruments, equipment, lines, roads and other facilities and things of every kind and character, and to use the surface and subsurface of the leased land in any manner to aid in the survey, prospecting and exploration for, discovery therein, drilling for, production from, storing, processing, removing and/or transporting of any of said substances and/or products thereof; together with the right to drill thereon for water and the free use of water so obtained in operations on the leased land. Any pipe lines, pole lines, or roads so constructed by Lessee may also be used by it in its operations on lands in the vicinity of the leased land. Lessor shall have the right to occupy and use the leased land in any manner and to any extent not inconsistent with Lessee's rights or in interference with Lessee's operations hereunder.

This lease shall remain in force for a period of 20 years from and after the date hereof and for so long thereafter as Lessee shall conduct development (including, without limitation, excavating, drilling, redrilling, deepening, repairing and/or reworking) or producing operations on the leased land without cessation for more than 90 consecutive days, or be excused therefrom as hereinafter provided; but the term of this lease with respect to any interest leased hereunder by any party authorized by law to lease for only a restricted period shall be limited to such restricted period, unless, during such period, the term is extended by appropriate instrument or by operation of law, in which event the interest affected by such extension shall continue subject to this lease for the extended period.

The parties hereto hereby agree as follows:

1. On or before the expiration of Five (5) years after the date hereof Lessee shall commence operations for the drilling of a well on the leased land and shall thereafter prosecute such operations and the drilling of such well to completion, that is, until oil or some other of the aforesaid substances is discovered in such well and it is put upon production, or until Lessee deems further operations in such well inadvisable and abandons such well or terminates all operations therein. Thereafter, except as in this lease otherwise provided, Lessee shall keep one string of tools in continuous operation on the leased land, allowing not more than 180 days to elapse between the completion of the first or any succeeding well and the commencement of operations for the drilling of the next succeeding well, until there shall have been completed thereon the equivalent in number of one well for each 20 acres (or any remaining major fraction thereof) if the average depth of the wells drilled does not exceed 7,500 feet, or of one well for each 40 acres (or any remaining major fraction thereof) if the average depth of such wells exceeds 7,500 feet. Lessee shall not be required to but may drill more wells on the leased land than above specified.

Should a well, completed within 330 feet of any exterior boundary of the leased land on lands adjacent thereto neither owned nor controlled by Lessor, produce oil or any of the aforesaid other substances in paying quantities, then — unless a well shall have theretofore been completed in or is at the time being drilled by Lessee to completion in the offset area herein provided, or unless Lessee shall have already drilled upon the leased land the total number of wells herein elsewhere provided to be drilled — Lessee shall, within 90 days after such well has been completed and put on continuous production, commence operations on the leased land for an offset well thereto. Offset wells shall be directionally or otherwise drilled so as to be completed in an offset area extending 330 feet from the boundary separating the properties and 330 feet on each side of a straight line, or projection thereof, extended from the competing well through the nearest point on said boundary; and one well, if meeting the foregoing requirements, may constitute an offset to two or more competing wells. Each offset well shall be counted as one of the wells provided in the first paragraph of this Article or in Article 3 hereof, as the case may be, to be drilled by Lessee. Nothing contained in this lease shall require Lessee to operate at any time with more than one string of tools.

2. Lessee has paid to Lessor rental in full hereunder for the period commencing on the date hereof and ending March 30, 1976. In the event Lessee has not commenced operations for the drilling of a well on the leased land on or before the date last above mentioned, Lessee shall further pay to Lessor rental at the rate of $10.00 per acre of the leased land per year commencing on that date and payable thereafter yearly in advance. If Lessee shall commence operations for a well on the leased land prior to the expiration of the period specified in the first sentence of Article 1 hereof, Lessee may during the remainder of said period, prior to the discovery of oil or gas in paying quantities on the leased land, suspend or resume such operations at will, except operations for the drilling of an offset well; but whenever Lessee shall so suspend such operations during any period for which rental has not been paid, Lessee shall (except for the time herein allowed between wells) pay to Lessor rental at the rate above specified prorated for that portion of said period during which such operations shall be so suspended. All rentals hereunder shall cease upon the commencement or resumption of any drilling operations hereunder or when Lessee surrenders its rights under this lease.

3. In the event that at any time gas in marketable quantity is discovered in any well drilled by Lessee on the leased land, then, if and so long as oil in paying quantities has not been discovered thereon and except for any offset well required by Article 1 hereof, Lessee shall be obligated to drill an additional well or additional wells on the leased land only at such time or times as such well or wells shall, in the judgment of Lessee, be justified in view of Lessee's available market at the well for gas which might be produced therefrom and such additional wells only as, together with all wells theretofore completed on the leased land

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shall comprise, in number, the equivalent of one well for each 640 acres or any remaining major fraction thereof. Lessee may at any time and from time to time suspend the production of gas from the leased land, but for any calendar month during which such production is entirely suspended, oil in paying quantities having not been discovered on said land, Lessee shall pay to Lessor, as advanced royalty, the sum of twenty-five cents per acre of the leased land. Lessee shall have the right to reimburse itself for any such payment out of one-half of any royalties which shall thereafter become payable hereunder.

If Lessee shall at any time discover any of the aforesaid other substances (other than oil or gas) in paying quantities, then Lessee shall proceed with the development of the leased land for such other substances in accordance with good practice, but only to the extent that may be justified, in the judgment of Lessee, by existing market demand for such substances.

4. The expression "royalty share" wherever used in this lease shall mean the fraction one-eighth. As royalty on oil, Lessee shall pay Lessor in cash for the royalty share of all oil produced, saved and removed from the leased land the highest price posted by any major oil company for oil of like quality and gravity produced in the field in which the leased land is located on the date of the final removal of the oil from surface facilities on the leased land. If no major oil company shall so post a price for such oil in such field, Lessee shall monthly make an offer to Lessor for the royalty share of the oil produced during the preceding calendar month; and Lessor shall have the option to accept or reject such offer within 10 days thereafter, it being understood that in the absence of a written rejection within such time the offer shall conclusively be presumed accepted. If such offer is rejected, Lessee shall deliver to Lessor at the well a quantity of oil equivalent to the royalty share of the oil produced for such month, in the condition as produced, and shall make available to Lessor for the storage of royalty oil for a period of not exceeding 30 days the royalty share of the capacity of any tanks or reservoirs which may be maintained by Lessee upon the leased land for the purpose of impounding the oil produced therefrom; if Lessor shall fail to so accept delivery of such royalty oil, Lessee may, at its election, retain the same, paying therefor the price specified in the aforesaid monthly offer. Royalty on oil shall be based upon the net quantity after deduction for all water and other foreign substances therein as determined by a reasonably accurate test, and upon the gravity of the mixture as determined by such a test, save that where the oil contains in excess of 3% water and other foreign substances, the gravity shall be corrected to a 3% cut; and Lessee shall have the right to deduct from any payments so accruing to Lessor a reasonable charge for the dehydration, cleaning and treating of any such oil. In no event shall Lessee be responsible to Lessor for Lessee's failure or inability to save any of said substances or for shrinkage or loss thereof; and royalty shall not be payable in respect to any of such substances lost through evaporation, leakage, fire or otherwise.

As royalty on gas produced from the leased land, Lessee shall pay to Lessor in cash the royalty share of the market value of any natural gasoline and other liquid hydrocarbons extracted and saved from any such gas which Lessee may process in its own plant either on or off the leased land, less the cost of such extraction (it being agreed that such extraction cost shall be deemed equal to sixty-five per cent of such market value) and the royalty share of any net proceeds received by Lessee from the sale of residual gas remaining after such extraction, and the royalty share of the reasonable value of any such gas and/or other hydrocarbons as may be utilized by Lessee and not otherwise provided for in this lease. In case of the sale by Lessee of gas produced from the leased land in the natural state as produced, or the delivery thereof by Lessee to a third party for treatment, Lessee shall pay Lessor in cash the royalty share of the net proceeds of sale received by Lessee, or the royalty share of the market value of the net natural gasoline and other liquid hydrocarbons redelivered to Lessee and the royalty share of any net proceeds received by Lessee from the sale of residual gas redelivered to Lessee. The cost of processing, treating, compressing, handling and/or transporting gas in connection with the sale thereof shall be deducted in determining net proceeds of sale. The market value for the purposes hereof shall be the highest price posted or published by any major oil company for products of like quality effective in the locality of the field of production on the date of extraction by Lessee or of redelivery to Lessee, or if no such price is posted or published, then the reasonable market value thereof at the well, in either case taking into account all costs of transportation, handling and treating. Lessee shall not be obligated to save or utilize any gas produced from the leased land or to pay royalty on any gas not saved and utilized; but so long as Lessee does not elect to save or utilize any gas so produced, Lessor shall have the right to use or dispose of the royalty share of such gas at Lessor's sole risk and expense and so as not to interfere with Lessee's operations. In case gas produced from the leased land is commingled with other gas, the royalty shall be computed upon the proportionate value of such gas to the total value of the commingled gas. Lessee shall not be required to account hereunder for any gas actually and reasonably consumed or lost in the operation of any facility in which gas from the leased land is treated, processed, compressed, handled or transported.

Lessee shall pay Lessor as royalty the market value on the leased land, in the condition as produced, of the royalty share of any substances covered by this lease other than oil and gas and the products thereof, which Lessee may elect to produce and save or market or utilize from the leased land.

Lessee shall be entitled to the free use of any of said substances for fuel and/or lifting purposes and/or for injection or in-situ combustion purposes or in Lessee's other primary pressure maintenance or secondary recovery or other operations under this lease; and Lessee shall not be required to account to Lessor for or be obligated to pay royalty on said substances underlying or produced from the leased land and used, lost or consumed in the operations under this lease. In the event Lessee in any of the aforesaid operations under this lease shall substitute fuel, power or other substances for those obtainable from the leased land, Lessee shall be entitled to deduct from the amount of the increased royalty accruing thereby to Lessor the royalty share of the cost of such fuel, power or other substances, provided that no deduction hereunder shall in any event exceed the amount of such increased royalty.

In the event any of the aforesaid price bases shall at any time be higher than the maximum price (hereinafter for convenience called "maximum permitted price") prescribed by law or any rule, regulation, order or directive of any governmental authority or any officer or agency thereof, then such price basis for payment of cash royalty and advanced royalty under this lease as to any of said substances shall be such maximum permitted price.

On or before the last day of each calendar month Lessee shall furnish Lessor a written statement as to the royalties due Lessor under this lease on production of said substances for the preceding calendar month and shall make payment to Lessor of Lessor's royalty. Lessor shall satisfy himself of the accuracy of each and every royalty statement furnished by Lessee hereunder, as well as of all determinations, measurements and tests entering therein; and for this purpose Lessor shall have the right at any and all reasonable times to enter upon the leased land to witness or make for himself (but without interfering with Lessee's operations) any and all such determinations, measurements or tests, as well as to inspect Lessee's records relating thereto and to the production from the leased land. Lessee may (but shall not be required to) gauge production for royalty purposes by utilization of automatic equipment. Lessee shall have no liability for any alleged deficiencies in royalty payments under this lease unless Lessor shall have filed with Lessee a written claim specifying with particularity the asserted defects and the amount of the asserted deficiency within 90 days after the end of the calendar year during which such deficiency is alleged to have occurred.

5. Pipe lines being laid by Lessee in cultivated fields shall be buried below plow depth. Lessee shall not at any time, without Lessor's consent, erect any derrick nearer than 100 feet from any dwelling now on the leased land. Lessee shall pay to Lessor or Lessor's tenant, as the case may be, the amount of actual damages, caused by Lessee's operations hereunder, suffered through injury to livestock, crops, trees, and now existing fences, pipe lines, canals, buildings and other improvements upon the leased land; and Lessee shall hold Lessor and the leased land harmless from all claims or liens of third parties by reason of any act or neglect on Lessee's part. Lessee shall permit Lessor to use, at Lessor's sole risk and expense, for surface operations upon the leased land, water developed by Lessee when not required by it in its operations hereunder. Lessee shall keep true records and accounts of all oil and the aforesaid other substances produced and saved and logs of wells on the leased land; and Lessee shall permit Lessor at all reasonable times to inspect such records, accounts and logs, as well as the leased land and Lessee's drilling or producing operations thereon. The parties have expressed in this lease their entire understanding and agreement; and it is expressly stipulated that no implied covenant or condition whatsoever shall be read into this lease relating to the drilling or producing of any well or wells (offset or other) or to any other operations of Lessee hereunder or the measure of diligence therefor, or to anything to be done hereunder by Lessee.

Lessee shall carry on the drilling operations herein provided, and produce oil or any of the aforesaid other substances discovered by it on the leased land, with reasonable diligence and in accordance with good practice, but with the right always to comply with all laws, regulations and codes now or hereafter in force affecting the same. Lessee, as to the leased land, may observe any curtailment plan or program which is receiving substantially general observance by the oil operators in the field in which the leased land is located or which is now or hereafter authorized or sanctioned by law.

Lessee shall have the right under this lease to conduct such primary pressure maintenance and secondary recovery operations, whether by means of injection (i.e., the injection of liquids or gases into the reservoir), in-situ combustion, or such other presently known or unknown methods in aid of production, as in Lessee's opinion are reasonably designed to benefit or facilitate production from the leased land of oil or any of the aforesaid other substances, together with the right to drill an injection well or wells or use any existing wells on the leased land for such primary pressure maintenance or secondary recovery purposes. If Lessee exercises reasonable diligence and good faith in conducting such operations, it shall not be held liable for errors of judgment or for loss of production of oil, gas or other substances or for damage to any reservoir underlying the leased land. Lessee shall not be deemed to guarantee any beneficial results from such operations.

6. Lessee shall pay all taxes and assessments levied upon or assessed against the buildings, improvements, machinery, equipment and personal property placed by it on or in the leased land. Should oil or any of the aforesaid other substances be discovered in the leased land or in the vicinity thereof, Lessee shall also pay any increase in the taxes on the leased land caused by (but only by) such discovery, but the royalty share thereof shall be borne by Lessor. If under present or future law any taxes or assessments are levied upon or assessed against this lease, the leasehold estate created hereby, the oil or any of the aforesaid other substances, or the mineral or mining rights in the leased land separately and apart from the leased land under any name or designation whatsoever, or if any taxes or assessments are levied upon or assessed against the leased land or the

Lessor or the Lessee which are based upon or measured by the quantity of oil or any of the aforesaid other substances produced from the leased land, then the taxes so levied or assessed shall be paid by Lessee, but the royalty share thereof shall be borne by Lessor. Except as herein provided, all other taxes with respect to the leased land shall be paid by Lessor. Upon the failure of Lessor to pay any taxes to be paid or borne by Lessor, Lessee is hereby authorized to pay same and Lessor agrees to repay Lessee, together with interest at 7% per annum from date of payment. Lessee may deduct any taxes to be paid or borne by Lessor from the royalties or rentals which may then or thereafter be due Lessor. For the fiscal year current at the commencement of this lease and for any fiscal year in which this lease terminates as to all the leased land, the Lessee's share of any taxes herein provided to be shared by Lessor and Lessee shall be prorated between Lessor and Lessee as of the date on which this lease commences or terminates; however, should this lease terminate as to part of the leased land or any of said substances, proration shall be had only with respect to such part of the leased land or substances, as the case may be.

7. This lease shall not expire or be terminated in whole or in part, nor shall Lessee be deemed to be in default in the performance of any of its obligations hereunder, as a result of any failure of Lessee to commence or conduct any operations on the leased land or otherwise perform its obligations hereunder while and so long as Lessee is hindered in or prevented from performance by act of God, accident, strike, lockout, other labor troubles, operation of law, or any cause (whether similar or dissimilar) beyond the reasonable control of Lessee or while and so long as such operations would be violative of or in conflict with any law, ordinance, order, rule or regulation of any governmental (civil or military) agency or authority, including all governing bodies claiming jurisdiction over the issuance of permits; and the Lessee shall have a reasonable time after any such cause, law, ordinance, order, rule or regulation terminates within which to commence or resume such operations or to perform such other obligation. After the discovery on the leased land of oil (whether or not associated with gas) drilling, producing and other oil and gas operations on the leased land (except the drilling and operation of offset wells when wells offset are being operated) may, at the election of Lessee, be delayed or suspended (in whole or in part) at any time for so long as the highest price posted by any major oil company for oil of 24.9° A.P.I. gravity in the field in which the leased land is located is one dollar and fifty cents or less per barrel, or if there be no such price posted for such oil in said field, then at the nearest place to said field where a price is posted for such oil.

If any claim is asserted or any action or proceeding instituted by Lessor, or by any third party claiming title to the leased land or any part thereof or any interest therein or in any production therefrom, adverse to Lessee or in hostility to rights claimed in good faith by Lessee under this lease, then during the pendency of such controversy and until 90 days after final determination thereof, Lessee may defer or discontinue all operations on the leased land or, if it operates wells, it may deposit royalties accruing hereunder in respect to the production therefrom in any bank in the State of California to abide the final determination of such controversy.

8. Lessee may make any payment to Lessor personally or by mail to the address of Lessor hereinafter provided for or by ~~in the event two or more political subdivisions shall become entitled to receive payments accruing to Lessor hereunder, such political subdivisions shall designate by written notice delivered to Lessee a bank which shall constitute~~ deposit to the credit of Lessor, ~~which bank is hereby constituted~~ the depositary hereunder and agent of Lessor for the purpose of payments under this lease, and shall continue as such depositary and agent on behalf of Lessor and Lessor's successors in interest; provided that the owners of 51% or more of the payments receivable hereunder as shown by the records of said bank may at any time, on 30 days' prior written notice to Lessee, designate another bank willing to act as such depositary and agent to which payments accruing hereunder may be made by Lessee in a lump sum. Any designation so made shall bind all persons entitled to payments hereunder; and such bank shall act for all those entitled to payments hereunder and in accordance with this Article. Lessee shall not under any circumstances be required to split royalty or other payments as between Lessor and/or any assignee or successor of Lessor, but such depositary or its successor (notwithstanding any assignment or other transfer) shall continue authorized to receive royalty and other payments hereunder, give acquittance therefor, and otherwise act for and on behalf of the owners thereof (and their respective heirs, legal representatives, successors and assigns) in regard to such payments. Any payment or tender by Lessee to any such depositary (or its successor) shall be sufficient for all the purposes of this lease; and without limiting the generality of the foregoing, Lessee shall have no responsibility whatsoever for the division, distribution or disposition thereof by such depositary.

Lessee may give any notice or deliver any instrument hereunder to Lessor by sending the same by certified or registered mail addressed to Lessor at Chairman, Board of Supervisors,
County of Yolo, Courthouse, Woodland, California 95695,
or in care of said bank, or at such other address as Lessor may from time to time designate by written notice to Lessee, or by delivering the same to any of the parties constituting Lessor or, if a corporation, to any officer of Lessor in person. Lessor may give any notice or deliver any instrument hereunder to Lessee by sending the same by certified or registered mail addressed to Lessee at ~~1608 West Sixth Street, Los Angeles 54, California~~, or at such other address as Lessee may from time to time designate by written notice to Lessor, or by delivering the same to any officer of Lessee in person. Any such notice or instrument sent by certified or registered mail, properly addressed with postage fully prepaid, shall be deemed delivered when deposited in the United States mail within the State of California. P. O. BOX 576 - HOUSTON, TEXAS 77001

9. Lessee at any time whatsoever may, by written notice, surrender all or any part of the leased land and/or its rights hereunder as to any or all of said substances. Thereupon Lessee shall be released from all obligations accrued or to accrue respecting the land or rights so surrendered, excepting accrued pecuniary obligations and those obligations contained in Article 10 hereof.

Notwithstanding anything to the contrary contained in this lease, this lease shall not expire or be terminated in whole or in part because Lessee does not conduct any operations on the leased land or because Lessee fails to perform any obligations under this lease until 90 days after written notice from Lessor specifying and demanding the performance of such operations or obligations and the failure of Lessee to commence performing the same within such period, whereupon at Lessor's election this lease shall be forfeited and shall thereupon terminate as to the substance or substances as to which Lessee has failed to perform the operations or obligations in question; provided, however, that upon any forfeiture of oil and/or gas rights under this lease (other than for failure to pay royalty) Lessee may retain, upon and subject to the terms of this lease, all wells drilling or theretofore drilled as to which Lessee is not then in default and 20 acres of land for each such well which has been or is being drilled for oil to a depth of not more than 7,500 feet, 40 acres for each such well which has been or is being drilled for oil to a depth of more than 7,500 feet, and 640 acres if such well has been or is being drilled for gas, such acreage in each case to be selected by Lessee.

Forfeiture shall be the only remedy of Lessor for failure of Lessee to comply with any of its obligations under this lease, except such as relate to the payment of money or the delivery of royalty. With respect to any breach relating to the payment of money or the delivery of royalty the accrual of which Lessee in good faith disputes, Lessor (if Lessee pays the undisputed portion thereof) shall have no right to declare forfeiture until the existence of such alleged breach has been finally judicially determined and Lessee has not within 30 days after such final judicial determination complied therewith, in which latter event Lessor may declare the absolute forfeiture of this lease and of all Lessee's rights hereunder except the right to remove Lessee's property.

No forfeiture or partial surrender shall deprive Lessee of any reasonable or convenient easements over, into and/or through lands forfeited or surrendered for the purpose of conducting and/or continuing its operations on and in lands retained under this lease. Lessor shall not conduct any operations with respect to the rights or interests as to which this lease is terminated, surrendered or forfeited so as to endanger or damage Lessee's wells or otherwise interfere with Lessee's operations as to the rights and interests retained. After any partial or total termination, surrender or forfeiture of this lease, Lessee shall deliver or record a proper quitclaim or release.

10. Upon any partial or total termination, surrender or forfeiture of this lease, Lessee shall, within a reasonable time thereafter, fill or cover all sump holes, ditches and other excavations made by it, and remove or cover all debris placed thereon by it from that part of the leased land as to which its rights have ceased.

11. Lessor warrants that Lessor is the owner of the leased land in fee simple insofar as all said substances are concerned, together with all rights granted hereunder with respect thereto, free from all liens and encumbrances, except nondelinquent taxes; and Lessor agrees to defend the title thereto against any and all adverse claims and to hold Lessee harmless therefrom.

Regardless of whether or not Lessor's interest is specified in this lease, Lessor shall be entitled to royalties and rentals payable hereunder with respect to any of said substances only in the proportion which Lessor's actual interest in the respective substances bears to the entire undivided and unqualified fee simple estate therein; and all royalties due on account of royalty interests applicable to production of any of said substances from the leased land, other than the royalties created by this lease or out of Lessee's interest hereunder, shall be deducted by Lessee from royalties payable under this lease.

In case at any time any lien or other encumbrance shall be found to exist and to have been foreclosed or in case of default with respect to any payment due on account thereof, Lessee may at its election cure such default for Lessor by making the necessary payment or redeem from sale on foreclosure or other enforcement thereof. Lessee shall thereupon be subrogated to the rights of the holder of such lien or encumbrance, and, in addition thereto, Lessee may reimburse itself for any payments so made out of any rents, royalties or other moneys accruing to Lessor.

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12. Lessee shall have the right at any time or from time to time, either before or after the discovery of oil and/or gas in any part of the leased land, to combine for oil and/or gas development and operating purposes, by written notice to Lessor, all or any part of the leased land or of an interest therein into an operating unit or units with any other land or interest therein or any part of the leased land or of an interest therein into an operating unit or units with any other land or interest therein (whether held by Lessee or others and whether or not the surface of such other lands may be used for oil and/or gas development purposes) lying within the section in which the leased land is located or within any section having a common boundary or corner with said section, and of such shape and surface acreage as Lessee may determine; provided, however, that no such operating unit shall be created that may be continued if previously created, after the expiration of any period prescribed for valid creation thereof under applicable law. No such operating unit created for oil development and operating purposes shall exceed 80 acres in area, and no such unit created for gas development and operating purposes shall exceed 640 acres in area; provided, however, that if at any time larger units are required under any then applicable law, rule, regulation or order of any governmental authority for the drilling, completing or operation of a well or for obtaining the maximum allowable for any contemplated, drilled or completed well, any such operating unit may be established or enlarged to conform to the size specified by such law, rule, regulation, or order. Any well (whether or not Lessee's well) commenced, drilled, drilling and/or producing in any part of such operating unit shall for all purposes of this lease be deemed a well commenced, drilled, drilling and/or producing on the leased land, and Lessee shall have the same rights and obligations with respect to drilling and producing operations upon the leased land and Lessee shall have the same rights and obligations with respect to drilling and producing operations upon the lands from time to time included within any such operating unit as Lessee would have if such lands constituted the leased land, provided, however, that notwithstanding this or any other provision or provisions of this lease to the contrary, (1) production as to which royalty is payable from any such well or wells drilled upon any such operating unit, whether located upon the leased land or other lands, shall be allocated to the leased land in the proportion that the acreage of the leased land in such operating unit bears to the total acreage of such operating unit, and such allocated portion thereof, but only such allocated portion, shall for all purposes of this lease be considered as having been produced from the leased land, and the royalty payable under this lease with respect to the leased land included in such operating unit shall be payable only upon that proportion of such production so allocated thereto, and (2) if any taxes of any kind are levied or assessed which are based upon the quantity of any of the aforesaid substances underlying or produced from any such operating unit, then the share of such taxes to be borne by Lessor as provided in this lease shall be in proportion to the share of the production from such operating unit allocated to the leased land. Allocation as aforesaid of production from any such operating unit, whether to the leased land or in like manner to other lands therein, shall continue notwithstanding any termination, either in whole or in part (by surrender, forfeiture or otherwise), of this or any other lease covering lands in such operating unit until such time as the owner of such lands shall (or shall give others the right to) drill for or produce any of the unitized substances from any part of such lands, whereupon all such lands formerly included in such operating unit and as to which the lease covering the same shall have terminated shall be excluded in prorating taxes as aforesaid and in determining the production to be allocated to the respective lands in such operating unit; and in the event of the failure of Lessor's or any other owner's title as to any portion of the land included in any such operating unit, such portion of such land shall likewise be excluded from such operating unit; provided, however, Lessee shall not be held to account for any production allocated to any lands excluded from any such operating unit under and until Lessee has actual knowledge of the aforesaid circumstances requiring such exclusion.

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Lessee may at any time (a) either before or after the commencement of the drilling of a well on the lands included in a unit formed pursuant to this Article but prior to the discovery in the unitized lands of the substance or substances for which such unit was formed or (b) upon the abandonment of all wells drilled on such unit, wholly dissolve such unit by giving Lessor written notice of such dissolution. It is mutually understood and agreed that any such dissolution shall not be deemed to in anywise affect or impair any of Lessee's rights or obligations under this lease (including all rights under this Article) or constitute a surrender of any part of, or of any interest in, the leasehold estate created hereby. Lessor hereby confirms and agrees that upon the dissolution of any such operating unit, whether or not this lease or any other lease involved therein remains in effect, all rights of Lessor hereunder to royalty on unitized substances produced from the lands which were so unitized (other than the leased land) shall cease and terminate.

The sale, conveyance or other transfer of, or of any interest in, any portion or portions of the leased land which are at the time of such transfer subject to an operating unit shall (unless the instrument effecting such transfer expressly provides otherwise) be deemed to include and shall operate as a transfer and assignment of all of the transferror's interest, rights, and benefits under this lease (including the right to royalty on allocated production from the lands subject to such unit) insofar as such interest, rights and benefits pertain to or are allocable hereunder to the portion or portions of the leased land or interest therein so transferred.

If the leased land or any portion thereof or any lands with which the same is unitized have not been subdivided into sections by the United States Government, then there shall be projected onto such land or lands the usual sections, following (as nearly as practicable) the system prescribed in the Surveying Instructions of the Bureau of Land Management of the Department of the Interior of the United States; and such projected sections shall be deemed to be "sections" for the purposes of the foregoing provisions.

13. The failure of any person owning an interest in the leased land (including the oil, gas and said other substances therein or thereunder or that may be produced therefrom) to execute this instrument shall not affect the binding force of this lease as to those Owners who have executed or shall execute this instrument; and this instrument shall fully bind each of the Owners executing the same whether or not executed by any other owner or owners of the leased land or the oil, gas and/or other substances therein or thereunder or that may be produced therefrom.

14. The estate of either party hereto may be assigned in whole or in part, or as to any of said substances, whether voluntarily or by operation of law; and if so assigned, all of the terms, covenants and provisions hereof shall extend and apply to and shall bind and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto. Notwithstanding any other actual or constructive knowledge or notice thereof, by or to Lessee, no change or division whatsoever in the ownership of the leased land, royalties, rental or other moneys, or any part thereof, shall be binding upon Lessee or any depositary under this lease unless and until after 30 days' written notice thereof from both Lessor and Lessor's successor or successors in interest, their successors and assigns, shall have been delivered to Lessee and such depositary, nor then except subject to the provisions of Article 8. Upon any assignment by Lessee, Lessee shall be relieved of any further obligation as to the land or substances with respect to which the lease has been so assigned. In the event Lessee shall assign this lease as to a part only of the leased land and/or as to any of said substances, and any default hereunder shall occur as to any part of the leased land or any of said substances, such default shall not operate to defeat or affect this lease as to any interest not held by the party committing such default.

Article 15 attached hereto is by this reference incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the date first above written.

OWNERS

COUNTY OF YOLO, A Political Subdivision

BY: Betsy A. Marchand
BETSY A. MARCHAND, Chairman
Board of Supervisors

ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK
Ex-Officio Clerk of the Board of Supervisors

BY: Barbara Rodgers, Deputy

SHELL OIL COMPANY

By Robert L. Avary
1st Attorney - In - Fact
ROBERT L. AVARY

LESSEE

APPROVED
GSA

15. Unless Lessor otherwise consents in writing, Lessee shall not use the surface of the leased land or the upper five hundred (500) feet of the subsurface thereof (hereinafter called "restricted land") for its operations hereunder; but Lessee may (without any consent) deflect any well drilled pursuant to this lease into or through (and produce the same from) any and all portions of said subsurface lying more than five hundred (500) feet below the present surface of the lease land. However, this lease shall not expire or be terminated by Lessor in whole or in part, nor shall Lessee be deemed to be in default in the performance of any of its obligations under this lease, due to the impracticability of performing the same as a result of any of the foregoing restrictions; and if Lessee deems it necessary to locate on or in said restricted land the surface or other portion of any offset well provided to be drilled under Article 1 hereof and Lessor refuses or fails to consent to Lessee's proposed operations at a location or locations selected by Lessee on and/or in said restricted land, Lessee shall be wholly released from all obligations to drill any offset well in the offset area affected by such refusal or failure.

Micro Fiched

All that real property situated in the County of Yolo, State of California, described as follows lying southerly of the real property described in Deed to the State of California, recorded July 18, 1966, in Book 832 of Official Records, page 70:

Beginning at the Southeasterly corner of Lot C of Elkhorn Subdivision as designated on that certain map of Elkhorn Subdivision filed of record in the office of the County Recorder of Yolo County in Map Book 2 at page 51; thence North 29° 5' 30" West a distance of 860.71 feet to the south side of Woodland Avenue as shown on aforementioned Subdivision; thence East along the prolongation of the South side of Woodland Avenue to the low water mark on the Westerly bank of the Sacramento River; thence down and along the Westerly bank of the Sacramento River to a point on the low water mark that intersects the prolongation of the center line of Division Road produced northerly as said Division Road is shown on aforesaid Subdivision; thence South 16° 00' 20" West along the center line of said Division Road produced northerly to a point where said center line intersects the northeasterly right of way line of the Sacramento and Woodland Railroad; thence Northwesterly up and along said right of way line to the point of beginning.

Micro Fiched

EXHIBIT "A"

Yolo County

C

M 1167 (Rev 9-74)
W/Texas A/F

California

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____ 19 _____, before me

_____, a Notary Public in and for said County and State,

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this 5th day of June, in the year 1975,

before me Eleanor W. Andersen, a Notary Public in and

for said County and State, residing therein, duly commissioned and sworn,

personally appeared Betsy A. Marchand, known to me to be

Chairman of the Board of Supervisors of The County of Yolo, a Political

Subdivision of the State of California and BARBARA A. RODGERS

known to me to be Deputy County Clerk, ex officio Clerk, Board of Supervisors

of said County of Yolo and known to me to be the persons who

executed the within instrument on behalf of said political subdivision, and
acknowledged to me that such County of Yolo executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said County and State the day and year in this certificate first above written.

OFFICIAL SEAL
ELEANOR W. ANDERSEN
NOTARY PUBLIC - CALIFORNIA
YOLO COUNTY
My comm. expires MAY 8, 1976

Eleanor W. Andersen
Name (Typed or Printed)
Notary Public in and for said County and State
My Commission expires _____

Notary Public in and for said County and State
My Commission expires _____

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

I, Debra A. Reynolds, a Notary Public in and for said County and State, do hereby certify that ROBERT L. AVARY, to me personally known, and known to me to be the same person who executed the foregoing instrument as Attorney in Fact of SHELL OIL COMPANY, a Delaware Corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is an Attorney in Fact for said corporation, and that said instrument was signed and delivered in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument and his execution thereof to be the free and voluntary act and deed of said corporation, and his own free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this 14th day of April 1975.

Debra A. Reynolds
Notary Public

Debra A. Reynolds
Name (Typed or Printed)
In and for said County and State
Residing at P.O. Box 831
Houston, Texas 77001

My Commission Expires:
June 1, 1975.

Book

XEROX COPY

FILED
APR - 7 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 75-96

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of April, 19 75, by and between Hewitt & Pedroia Engineering

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

Micro Fiched

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

County Road 31 from 500 feet West of County Road 97 to County Road 98

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

(Revised 5/14/74)

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

County Road 31 from 500 feet west of County Road 97 to County Road 98

(Plan Index No. 31.52-31.60 (W.O. # 4241)

Approved February 24, 1975 (date, by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

Micro Fiched

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within ten (10) working days after the date of this Contract and for its completion to be within sixty (60) working days next after the the date of this Contract; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

Micro Fiched

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel)

COUNTY OF YOLO

Betsy A. Marchand

Chairman of the Board of Supervisors

ATTEST:
Laurence P. Henigan, Clerk

By Barbara Rodgers
(Deputy)

HEWITT & PEDROIA ENGINEERING

George A. Pedroia
(Contractor)
CO-Owner

Book

XEROX COPY

FILED
APR - 9 1975
LAURENCE P. MENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 75-97

AGREEMENT FOR SEWAGE COLLECTION
AND TREATMENT
(EL MACERO SEWER INTERCEPTOR PROJECT)

THIS AGREEMENT, made and entered into this 7th day of April, 1975, by and between the COUNTY OF YOLO, hereinafter referred to as "County", and the CITY OF DAVIS and the DAVIS MUNICIPAL SEWER FACILITIES DISTRICT NO. 1, hereinafter referred to as "City Parties".

Micro Fiched

W I T N E S S E T H :

WHEREAS, County, through creation of an assessment district pursuant to the Improvement Act of 1911, constructed the El Macero Sewer Treatment Plant; and

WHEREAS, subsequent to construction of the El Macero Sewer Treatment Plant a large portion of the assessment district was annexed to the City of Davis; and

WHEREAS, on or about November 7, 1966, City and County entered into four (4) agreements, including Agreement No. 66-85 between the El Macero Sewer Maintenance District and City, whereunder City would operate the El Macero Sewer Treatment Plant and County would pay a proportion of the cost of operation and maintenance of said El Macero Sewer Treatment Plant; and

WHEREAS, the El Macero Sewer Treatment Plant has reached capacity and the California Regional Water Quality Control Board requires its replacement; and

WHEREAS, the City of Davis formed the Davis Municipal Sewer Facilities District No. 1 pursuant to the Community Facilities Law of 1911 in order to finance the construction of sewage collection and treatment facilities to serve all areas of the City of Davis, including those areas presently served by the El Macero Sewer Treatment Plant; and

WHEREAS, City Parties and County are seeking a federal/state grant for the provision of sewage collection and treatment services to areas lying within the City of Davis and

portions of the ~~El Macero~~ County ~~Service Area~~ of Yolo by means of an El Macero Interceptor Project and by providing present and future treatment plant facilities in accordance with the provisions of this agreement;

NOW, THEREFORE, in consideration of the foregoing and the following terms, covenants and conditions, it is mutually agreed that:

Micro Fiched

I. Definitions. For the purposes of this agreement, the following words and terms shall have the meanings respectively ascribed to them by this section:

(A) "District" shall mean the Davis Municipal Sewer Facilities District No. 1, a sewer facilities district created by official action of the City Council of the City of Davis.

(B) "City" shall mean the City of Davis; references to City shall mean the City of Davis, its officers, agents and employees.

(C) "City Parties" shall mean the City and District.

(D) "County" shall mean the County of Yolo.

(E) "County Service Area" shall mean the El Macero County Service Area as its boundaries now exist as shown on that certain map attached hereto, marked Exhibit A, and made a part hereof.

(F) "Assessment District" shall mean the El Macero Sewer Assessment District.

(G) "El Macero Interceptor Project" or "Project" shall mean that certain sewerage system more particularly described in plans and specifications adopted on January 17, 1975.

(H) "Project Costs" shall refer to both direct and incidental costs of construction of the El Macero Interceptor Project, including, but not limited to, the following:

(1) Site and right-of-way acquisition, including administration, surveys, appraisals, legal fees, costs of litigation, title insurance.

(2) Engineering, including administration, investigation, tests, design, survey, construction supervision and inspection.

Micro Fiched

(3) Administration costs which shall include the salary and fringe benefit costs of City Parties personnel demonstrated to have been incurred in connection with the project by general uniform cost accounting principles employed by City Parties in their internal operations.

(4) Construction costs, including interest during construction.

(5) Preliminary project costs and advance payments by any party hereto.

(I) "Operation and maintenance costs" shall refer to both the direct and incidental costs demonstrated by general uniform cost accounting principles employed by City Parties in their internal operations to be related to operating and maintaining the sewage treatment plant of City Parties and the El Macero Interceptor, when completed, including, but not limited to, the following:

(1) Labor, including salaries, fringe benefits and administration costs.

(2) Material.

(3) Service, including power and water costs.

(4) Insurance and employee bonds.

(5) Minor improvements.

(6) Repairs and maintenance.

(J) "Project Service Area" shall refer to the area described in the approved application map for state/federal project grant funds, a copy of which is attached hereto, marked

Exhibit B.

II. Statement of Purpose. The general purpose of this agreement is to provide for sewage collection and treatment to areas lying within ~~City and the current boundaries of the County Service Area by~~ project service area by:

(A) Construction of the El Macero Interceptor Project.

Micro Fiched

(B) Use of existing City Parties' treatment plant capacity.

(C) Provision for additional future treatment plant capacity.

(D) Operation and maintenance of sewage treatment plant and collection system.

III. Relationship of the Parties. The relationship between City Parties and County shall be that City Parties will finance, own, operate and maintain City Parties' treatment plant facility and El Macero Interceptor Project and will provide County with capacity and treatment therein so long as County makes timely payments to City under the terms of this agreement.

IV. Responsibilities of the Parties.

(a) El Macero Interceptor Project.

(1) From federal/state grant proceeds and accumulated connection charges, City shall construct the El Macero Interceptor Project in accordance with the plans and specifications approved by governing bodies of both parties.

(2) County shall pay City 1681/7913 of the amount by which project costs exceed federal/state grant, but not to exceed Fifty-Seven Thousand Dollars ($57,000.00) and shall proportionately reimburse City upon claims as project expenditures are incurred. In addition, within six (6) months following completion of the El Macero Interceptor Project, County shall convey title to City of all real and personal property commonly known as

the El Macero Sewer Treatment Plant.

(3) In consideration of the payments and other obligations of this agreement, City Parties shall permit connection to the El Macero Interceptor of existing and future services within the existing boundaries of the County Service Area to serve up to a maximum population of 1681 persons therein. In addition, City Parties shall permit additional connections of services within such territory that lies within the remaining portions of the project service area, as herein defined, provided that such territory has been annexed to the County Service Area, and provided that any necessary expansion of facilities therefor shall be made and financed in accordance with Paragraph IV(E), infra.

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In the event that and for so long as the El Macero Interceptor or City treatment plant shall exceed discharge standards imposed by a state or other agency of competent jurisdiction not a party hereto, based upon advice of engineers or other qualified experts, then neither City Parties nor County shall permit ~~additional~~ connections until such condition is corrected pursuant to the provisions of Paragraphs IV(D) or IV(E).

(4) County shall acquire right-of-way easements and temporary working easements necessary for the construction or operation and maintenance of Project across those parcel(s) which are located in unincorporated areas of Yolo County. Costs of any right-of-way acquisition shall be credited against the amounts payable by County under Paragraph IV(a)(2) of this agreement.

(B) City Treatment Plant.

(1) City Parties shall treat all sewage delivered to the City treatment plant by connections to the El Macero Interceptor made pursuant to this agreement.

(2) For each year that City Parties treat County sewage and in consideration of that year's use of the treatment plant, County shall pay to City, from revenue derived from the County Services Area, an amount equal to that which would be produced by an ad valorem property tax levied uniformly on all property within the District and County Service Area if levied upon property within the County Service Area for the service of the 1969 sewer bond issue, said amount to be paid in two (2) equal installments on or before December 31st and June 30th of each fiscal year.

(C) Operation and Maintenance.

Micro Fiched

(1) City Parties shall provide operation and maintenance for the sewage collection system and the treatment plant.

(2) County's share of operation and maintenance cost shall be a fee payable from revenue derived from the County Service Area for each connection within County Service Area computed at the same rate as shall be established, and from time to time revised, by City Parties as monthly charges for sewer operation and maintenance to be charged connections within the City. If City Parties should employ an ad valorem property tax to secure revenue for operation and maintenance, County's share of such cost shall be a fee payable from revenue derived from County Service Area, equal to the amount which would be produced by an ad valorem property tax levied uniformly on all property within the district and County Service Area for such operation and maintenance, if levied upon property within the County Service Area.

(3) City shall bill County at six (6) month intervals, as of each December 31st, and June 30th for its share of operation and maintenance cost.

(D) Change in Degree of Treatment to Higher

Standard. County agrees that, should a higher degree of sewage treatment than the treatment now contemplated be required of City Parties by proper authority, it will participate with City Parties employing revenue derived from the County Service Area in the proportion that connections with the County Service Area bear to total sewer systems connections, in the additional capital and operating costs which a higher degree of treatment entails. In the event improvements to said treatment plant are required by any governmental agency having jurisdiction therein or by City, County shall be notified by City in writing of all such negotiations had with any person or governmental agency involved. County shall have no obligation to participate in any improvements required for higher degree of treatment unless it has had the opportunity to participate in negotiations and plans therefor.

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(E) Future Plant and Sewer Facilities Enlargements. Should it become necessary in the future to enlarge the facilities for transporting,hauling and treatment of sewage, generated from within project service area, such enlargement shall be made and the cost of such enlargement shall be borne proportionately by those agencies requiring or requesting additional capacity. Funds for this purpose shall be provided by the parties hereto on a pro rata basis and shall be deposited with City for its use in executing the enlargement. Actual control of construction shall remain with City, all to be done according to a supplemental agreement to be hereafter entered into.

This paragraph and Paragraph IV(D) shall be administered in accordance with the guidelines for administering the "fair and equitable clause" contained in "Clean Water Grant Contracts" of the California State Water Resources Control Board.

(F) County shall pay to City from revenue derived from the County Service Area or development therein, upon connection to the El Macero Interceptor of any sewer service

within the County Service Area an amount equivalent to the sewer connection charge which would be levied by City or District if said service connection were within the boundaries and jurisdiction of City or District. In the computation of any such sewer connection charge, credit shall be given to annexation fees or connection charges paid theretofore to County, Assessment District, or County Service Area. (This Paragraph IV(F) was formerly the last two sentences of Paragraph IV(B)(2).)

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(G) Nonpayment. The parties hereto recognize that the monetary obligations of County provided for by this agreement will be discharged solely from revenues derived from the County Service Area; however, notwithstanding the unavailability of such revenues, if within one (1) year of its obligation to do so County shall not appropriate and pay any such sums as are required to be paid by County under the terms of this agreement, County agrees to immediately take all steps as are necessary to cause an immediate annexation of all areas within County Service Area to the Davis Municipal Sewer Facilities District No. 1 and City Parties shall immediately cooperate therein and take all steps as are necessary to complete said annexation.

V. Prior Agreement and Credit. There shall be credited against any sums County is required to pay under this agreement such sums as shall be paid to City of Davis by or on behalf of El Macero Sewer Maintenance District pursuant to the provisions of Paragraph 3 of Yolo County Agreement No. 66-85, dated November 7, 1966; such sums shall be credited first to the obligations required of County for the construction of the El Macero Interceptor Project under Paragraph IV(A) of this agreement. This agreement shall supersede and terminate Agreement No. 66-85 and this agreement shall supersede Agreement No. 66-86 insofar as said Agreement No. 66-86 pertains to the collection or treatment

of sewage. This agreement shall also supersede Agreements No. 74-214 and No. 75-88.

VI. Term of Agreement. This agreement shall remain in full force and effect until termination by mutual agreement of the parties hereto, or three (3) years written notice of intention to terminate by either party, which termination would take effect on any June 30th after retirement of all present or future bonds which may at the time of such notice, be serviced by revenues paid pursuant to this agreement.

Micro Fiched

VII. Indemnification. County agrees to indemnify and hold harmless City Parties, its employees, agents, and officers, against any and all claims, demands or causes of action allegedly arising out of any act or omission to act of any officer, agent, or employee of County or resulting from the condition of any property owned or controlled by County.

City Parties agree to indemnify and hold harmless County, its employees, agents, and officers, against any and all claims, demands or causes of action allegedly arising out of any act or omission to act of any officer, agent, or employee of City Parties or resulting from the condition of any property owned or controlled by City Parties.

VIII. Inspection of Records. County shall have the right to inspect those records of the City Parties which pertain to the project costs and operation and maintenance costs. Such records shall be available for inspection by representatives of the County during normal business hours of the City Parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly constituted officers and caused their seals to be affixed thereto and the same attested.

/ / /

/ / /

// /

COUNTY OF YOLO
"County"

By: Betsy A. Marshall
Chairman, Board of Supervisors

ATTEST:

LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
DEPUTY

Micro Fiched

CITY OF DAVIS and
DAVIS MUNICIPAL SEWER FACILITIES DISTRICT
NO. 1
"City Parties"

By: Dan Graham Souls
Mayor

ATTEST:

Howard L. Reese
HOWARD L. REESE
City Clerk

APPROVED AS TO FORM:

CHARLES R. MACK
County Counsel
County of Yolo

By: _____

APPROVED AS TO FORM:

William L. Owen
WILLIAM L. OWEN
City Attorney
City of Davis

Micro Fiched

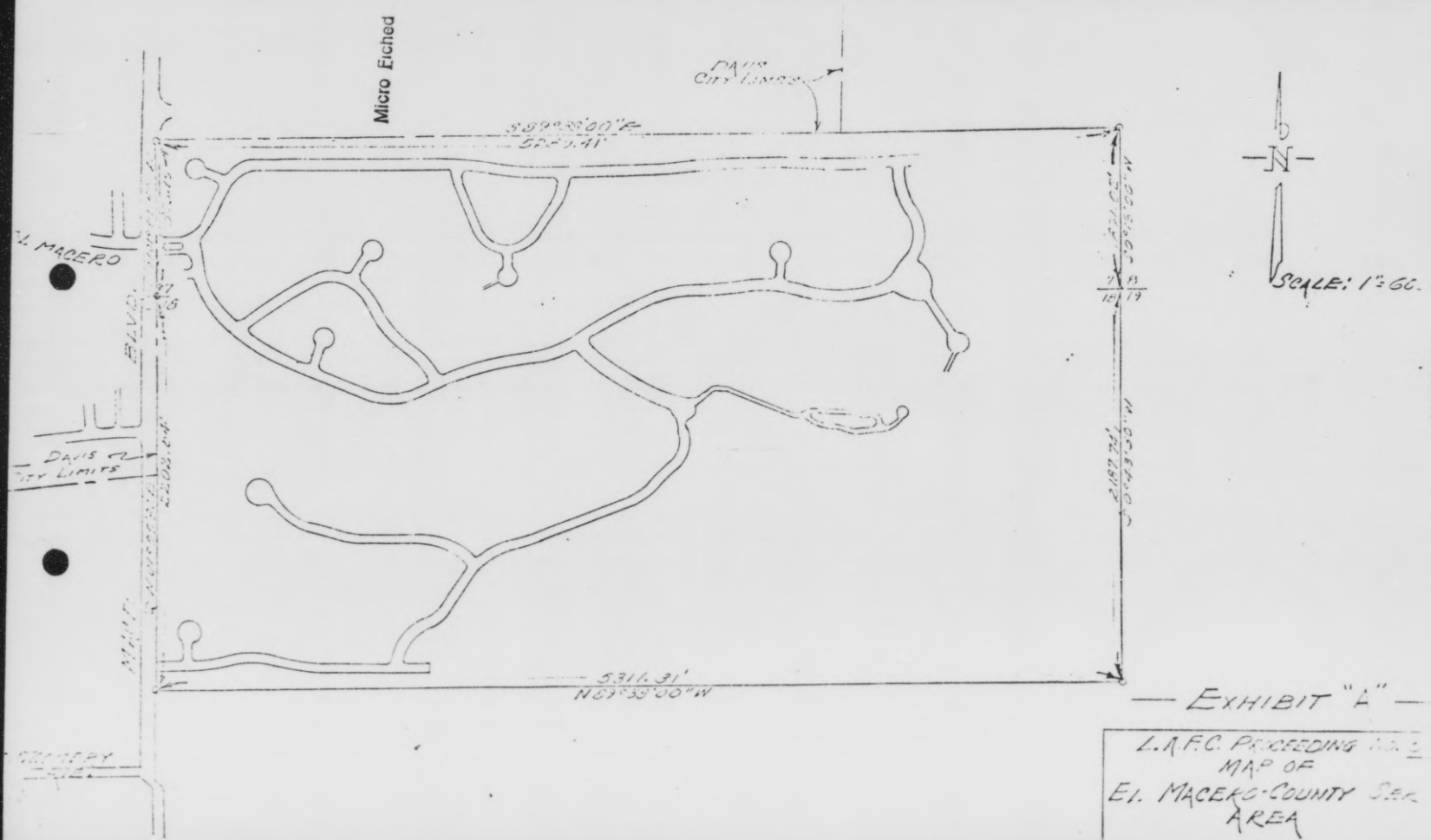
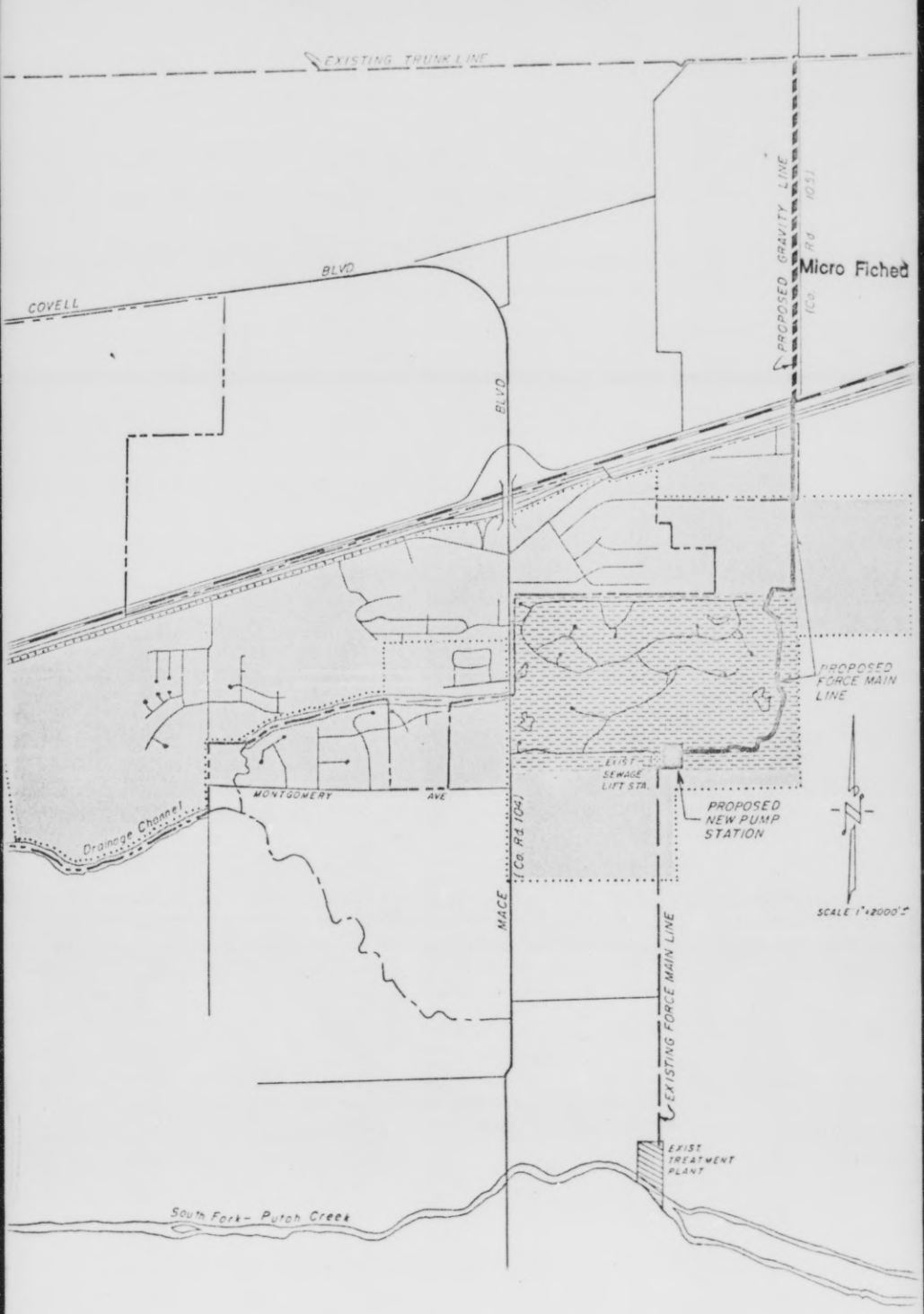


EXHIBIT A

— EXHIBIT "A" —

L.A.F.C. PROCEEDING NO. 2
MAP OF
EL MACERO-COUNTY SER. AREA

APPROVED:


EXISTING TRUNK LINE
PROPOSED GRAVITY LINE
Co Rd 103
Micro Fiched
COVELL BLVD
BLVD
PROPOSED FORCE MAIN LINE
EXIST SEWAGE LIFT STA.
PROPOSED NEW PUMP STATION
MONTGOMERY AVE
Drainage Channel
MACE (Co Rd 104)
SCALE 1"=2000'
EXISTING FORCE MAIN LINE
EXIST TREATMENT PLANT
South Fork - Putah Creek
LEGEND
COUNTY SERVICE AREA
DAVIS CITY LIMITS
SEWER ASSESSMENT DISTRICT BOUNDARY
AMENDED PROJECT SERVICE AREA - REFERENCE LETTER OF APRIL 27, 1973 TO S.W.R.C.B - FROM D. PELZ

Micro Fiched

EXHIBIT B TO AGREEMENT DATED 4-7-75

Book...

XEROX COPY

FILED
APR 1 4 1975
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 75-08
(Bike Path/Russell Boulevard)

THIS AGREEMENT, made and entered into this 19th day of March, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITY OF DAVIS, a municipal corporation, hereinafter referred to as "CITY";

Micro Fiched

W I T N E S S E T H :

WHEREAS, COUNTY intends to enter into a contract for the construction of a bike path along County Road 32 (Russell Boulevard) from Lake Boulevard to County Road 95A; and

WHEREAS, that portion lying between Lake Boulevard and a point approximately 1300 feet westerly therefrom, is located adjacent to the city limits of CITY and would be used by residents of CITY; and

WHEREAS, COUNTY has requested that CITY participate in the construction of said bike path between the aforesaid limits (1300 feet);

NOW, THEREFORE, the parties hereto agree as follows:

1. COUNTY shall include as a part of said contract the work adjacent to the city limits hereinabove described.

2. COUNTY shall provide all necessary engineering services, secure a qualified contractor to perform the work and administer the contract to its completion.

3. CITY shall reimburse COUNTY up to a maximum of EIGHT THOUSAND DOLLARS ($8,000.00) based upon the actual contract cost of the work performed, and a proportionate amount of actual cost of engineering services attributable to the portion within the limits described.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

/ / /

COUNTY OF YOLO
A Political Subdivision of the
State of California
"COUNTY"

By: Betty G. Marchand
Chairman
Board of Supervisors of Yolo
County April 14, 1975

ATTEST:

LAURENCE P. HENIGAN, Clerk

By Bobbie E. Lucas
DEPUTY

Micro Fiched

CITY OF DAVIS
A Municipal Corporation
"CITY"

By: Joan G. Poulos
JOAN G. POULOS
Mayor

ATTEST:

Howard L. Reese
HOWARD L. REESE
City Clerk

APPROVED AS TO FORM:

WILLIAM L. OWEN
City Attorney
City of Davis

APPROVED AS TO FORM:

CHARLES R. MACK
County Counsel
County of Yolo

By Robert A. Last
Deputy

BK.

XEROX COPY

FILED
APR 15 1975
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 75-99

THIS AGREEMENT made and entered into this 11th day of April, 1975, by and between RECLAMATION DISTRICT NO. 108, a reclamation district, hereinafter referred to as DISTRICT, and the COUNTY OF YOLO, a political subdivison, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, a controversy exists between the parties hereto as to the respective rights, duties and obligations of the parties hereto with reference to the property hereinafter described, under and by virtue of the Revenue & Taxation Code of the State of California (Chapter 9, Part 6, Div. 1, §§ 3900 through 3913) and concerning the payment by DISTRICT of certain rentals on property owned by it in lieu of taxes; and

WHEREAS, the parties hereto desire to compromise and fully settle, satisfy and adjust said controversy in the manner hereafter set forth, and to amend and modify agreements covering said subject matter between the parties hereto dated the 16th day of February, 1953, February 10, 1961, April 9, 1965, April 8, 1966, January 21, 1972, April 16, 1973, and March 25, 1974,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. On April 15, 1975, DISTRICT will pay to COUNTY ONE HUNDRED SEVENTEEN THOUSAND THREE HUNDRED SEVENTY-TWO and 75/100 ($117,372.75) DOLLARS out of rentals derived by it from property owned by said DISTRICT situate, lying and being in the County of Yolo, State of California, and known as Tract No. 6 on the Rolls of Assessment No. 5 of said DISTRICT, said tract containing approximately 8,100.82 acres of land, more or less.

2. On the 15th day of April of each and every calendar

year thereafter, DISTRICT will pay to said COUNTY out of the rentals derived from said property the same amount, to wit: ONE HUNDRED SEVENTEEN THOUSAND THREE HUNDRED SEVENTY-TWO and 75/100 ($117,372.75) DOLLARS so long as it continues to own the whole of said property. In the event that DISTRICT sells or otherwise disposes of said property the obligation of DISTRICT hereunder will fully terminate. In the event DISTRICT sells or ceases to own any part of said property the payment to be made thereon shall be reduced in proportion to the acreage sold or otherwise disposed of. For the purpose of ascertaining the payments due hereunder the status of the ownership of said property shall be determined as of April 15th in each calendar year.

Micro Fiched

3. It is expressly agreed that upon payment of the sums of money herein stipulated to be paid, said DISTRICT shall be released and discharged of any and all obligations arising directly or indirectly under the Revenue & Taxation Code of the State of California, or any other obligation to pay money in lieu of taxes.

The obligation of DISTRICT hereunder is to make payments only out of rentals from said property and cannot in any event exceed the amount of rentals received by said DISTRICT.

Either party shall have the right to abrogate and terminate this contract after the payment of April 1975, by giving written notice to the other thirty (30) days prior to April 15th of each year.

This agreement shall abrogate and supersede the agreements between the same parties covering this subject matter dated February 16, 1953, February 10th, 1961, April 9th, 1965, April 8th, 1966, January 21st, 1972, April 16th, 1973, and March 25th, 1974.

IN WITNESS WHEREOF, the parties hereto, under and pursuant to the authority of their governing bodies, have caused these presents to be executed by their officers hereunto duly authorized.

RECLAMATION DISTRICT NO. 108

BY Gary W. Dixon

BY Victor McCall

BY Emery Sandstrom

ATTEST:

SECRETARY

Micro Filmed

COUNTY OF YOLO, a political subdivision

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

APR 15 1975

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Jule E. Lucas
DEPUTY

(SEAL)

FILED
JUN 1 2 1975
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

Book

AGREEMENT NO. 75-100

(Agreement with SACRAMENTO REGIONAL TRANSIT DISTRICT for Maintenance, Repair and Management of Passenger Bus Transportation Service and Facilities)

THIS AGREEMENT, dated this 15th day of April, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation, hereinafter referred to as "RT", to be effective as of the 11th day of May, 1975.

W I T N E S S E T H:

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RECITALS:

1. RT is a public corporation established under Part 14 (commencing with § 102000) of Division 10 of the Public Utilities Code of the State of California (hereinafter referred to as PUC).
2. COUNTY is authorized by the California Government Code § 26002 and PUC § 99288 to enter into a contract for the provision of public transportation service within the COUNTY and to cooperate with any city, county, or transit district.
3. COUNTY desires to exercise said authority within portions of COUNTY for transit services between points within COUNTY, and desires to do so by this Agreement with RT, and has determined that it is a matter of general COUNTY concern to do so.
4. This contract shall satisfy the requirements of PUC § 99288 and the rules and regulations adopted by the Secretary of Business and Transportation Agency with the advice and consent of the State Transportation Board, under authority of PUC Code § 99241 and by the Sacramento Regional Area Planning Commission pursuant to PUC § 99400, making a portion of the COUNTY funds available under the Mills-Alquist-Deddeh Act of 1971 for claims by RT as consideration for said service.

AGREEMENTS:

IT IS MUTUALLY AGREED AS FOLLOWS:

A. In accordance with the terms and conditions of this Agreement, RT agrees to maintain, repair and manage passenger bus transportation service and facilities, consisting of that portion of service rendered pursuant to Agreements with RT and the cities of Davis and Woodland as pass through and serve unincorporated territory of COUNTY: to follow such routes in unincorporated territory of COUNTY as are mutually agreed to by RT and COUNTY. Precise frequencies to be dependent upon said Davis and Woodland Agreements.

Micro Fiched

B. In accordance with the terms and conditions of this Agreement, COUNTY agrees to pay RT not less than the sum of $ 76,797.18 , said sum to be made up of the following $ 75,310.34 in consideration of said service rendered by RT for the terms specified in Paragraph C below, plus the sum of $ 1,486.84 to the Sacramento Regional Area Planning Commission for long range transit planning expenses as required and authorized by the rules and regulations enacted to implement the Mills-Alquist-Deddeh Act of 1971. Above figures reflect RT's anticipated cost of providing service hereunder, less the anticipated fare collections. All funds to be made available by the Mills-Alquist-Deddeh Act of 1971, payable in accordance with the California Administrative Code, Title I, Chapter 3, and Article 4. All revenue generated from the collection of fares are to be retained by RT.

C. The term of this Agreement shall be from the 11th day of May, 1975 through the 12th day of June, 1976.

D. Neither COUNTY nor any officer or employee or agent

thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by RT under or in connection with the provision of said services. It is also understood and agreed that pursuant to Government Code § 895.4, RT shall fully defend, indemnify and hold COUNTY harmless from any damage or liability occurring by reason of anything to be done by RT under or in connection with the operation of said passenger transportation services.

Micro Fiched

E. COUNTY agrees to cooperate with RT in applying for funds made available for transit purposes to COUNTY by the Mills-Alquist-Deddeh Act of 1971, to the extent such funds are to be paid RT as agreed upon in Paragraph B above.

F. The standard fare structure established by the RT Board of Directors shall apply to the passenger transportation service herein agreed upon.

G. In determining the routing to be provided in unincorporated areas pursuant to this Agreement, RT agrees to consult with and seek the advice of COUNTY officials. Both parties agree that frequencies and routing agreed upon shall in no event interfere with normal service rendered under the Woodland and Davis agreements. Scheduling shall be at RT discretion unless it constitutes such a change as to affect level of service, in which case it shall be by mutual agreement.

H. At no expense to COUNTY, RT shall provide local news media advertising from time to time to promote the local passenger service.

I. At no expense to COUNTY, RT shall provide toll free telephone route and time information to members of the

general public of COUNTY concerning subject transportation service.

J. RT agrees to make available at no cost to COUNTY the following: street side bus stop signs, directional arrows, and routing paraphenalia; COUNTY agrees to bear all costs of installation at appropriate street side locations and relocations, including all labor expenses and base installations.

Micro Fiched

K. Either party to this Agreement may terminate by serving written notice of intention to terminate at least thirty (30) days prior to the effective date of such termination. In the event of termination of this Agreement by COUNTY before the expiration of the year term, COUNTY shall indemnify and hold RT harmless for expenses incurred, whether or not yet incurred at the time of cancellation, in acquiring the necessary equipment required for service under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

APPROVED AS TO FORM:

Attorney for COUNTY OF YOLO

Attorney for REGIONAL TRANSIT

SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation

BY Robert B. Ehlers
CHAIRMAN

BY William D. Bruns
GENERAL MANAGER

BK. . .

AGREEMENT NO. 75-101

FILED

APR 28 1975

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers Deputy

XEROX COPY

SUBDIVISION IMPROVEMENT AGREEMENT

Subdivision No. 2388
(El Macero Country Club Estates - Unit No. 4)

THIS AGREEMENT is made and entered into on this 21st day of April, 1975, by and between Mace Properties, Inc., hereinafter referred to as "Subdivider" and the County of Yolo, hereinafter referred to as "County".

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 2388 and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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1. That the Subdivider will develop and construct in said Subdivision No. 2388, public improvements including but not limited to street improvements consisting of concrete curbs and gutters, asphalt paving and base, on-site and off-site storm drainage facilities necessary to adequately drain said subdivision in accordance with the standards imposed by law, all in accordance with said plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That the Subdivider will develop and construct sanitary sewer facilities and a water supply and distribution system in accordance with City of Davis standards and approved by the City of Davis Department of Public Works.

3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.

4. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit $5,267.99 for said purpose.

5. That Subdivider shall indemnify and hold harmless the "County" from any and all loss, damage, or liability resulting from "Subdivider's" performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants, and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2388.

6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of $100,000 in respect to personal injuries and/or death of any one person, $300,000 in respect to personal injuries or death for any one occurrence and $50,000 in respect to property damage in any one occurrence.

7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

8. That Subdivider may, upon approval of the plans and filing of the final map, undertake appropriate proceedings pursuant to the Improvement Act of 1911 as amended for the construction of all public improvements within the said Subdivision No. 2388 in accordance with the approved plans and specifications.

   The use of the 1911 Improvement Act proceedings to complete the subdivision improvements shall be subject to approval by the Board of Supervisors.

Micro Fiched

9. That the Subdivider agrees pursuant to Business and Professions Code Section 11603 to pay off any existing assessments in full or to deposit a bond payable to the County as Trustee for the assessment bond holders guaranteeing the payment of existing special assessments.

10. That the Completion of the development of said Subdivision No. 2388 shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

11. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

12. If the construction of the work or improvement should be delayed without fault of "Subdivider", the time for the completion thereof may be extended by the "County" for such period of time as the "County" may deem reasonable.

13. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

14. The "Subdivider" shall obtain and file with the County a good and sufficient "Improvement Security" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 2, Article 9 (Section 11612) of the Business and Professions Code. The amount of such "Improvement Security" shall be not less than one hundred percent (100%) of the estimated cost of the public improvements including incidentals.

15. Where required pursuant to the provision of Section 11592 of the Business and Professions Code the "Subdivider" shall furnish the County a bond or cash deposit in the amount of $450.00, guaranteeing payment of the cost of setting monuments of survey.

16. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 11 of this agreement.

Where title to the subdivided property is held by the record owner thereof under a holding agreement, this agreement and the "Improvement Security" given pursuant thereto may be executed by the real party or parties in interest.

17. Any extension of time hereunder shall not operate to release the surety on the Improvement Security filed pursuant to this agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

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18. The a ceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.

19. That Subdivider shall, upon execution of this agreement, pay to the County as a drainage fee the sum of twenty two thousand eight hundred ninety one and 00/100 ($22,891.00) dollars. This sum is computed at the rate of $1000.00 per acre upon a gross acreage of 22.891 acres. This deposit is for the purpose of defraying the estimated costs of constructing drainage facilities for the removal of surface and storm waters from local drainage areas.

20. Time is of the essence of each and all of the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above-named herein.

COUNTY OF YOLO

By Betty A. Marchand
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN
County Clerk

By Barbara Rodgers
Deputy

Mace Properties, Inc.

By C. Garland Mace

By

Recommended for Approval to the Board of Supervisors of the County of Yolo:

Lloyd H. Nobles
Director of Public Works

(Seal)

APPROVED AS TO FORM:

County Counsel 4/14/5

YOLO COUNTY AGREEMENT NO. 75-102 (W.O. #9119) 11

file

BK

THIS AGREEMENT, made and entered into this 21st day of April, in the year of 75, by and between

Jack G. Hayes

FILED
JUL - 8 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

hereinafter termed "Contractor", and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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Article 1 - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

REMODELING OF OFFICES FOR YOLO COUNTY MENTAL HEALTH SERVICES (#2)
(W.O. #9119)
213 West Beamer Street, Woodland, California

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works, Remodeling of Offices for Yolo County Mental Health Services, 213 West Beamer Street, Woodland, California,

approved December 9, 1974 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

Contract Agreement

ARTICLE II - And the said Contractor agrees to receive and accept the prices set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work thereby, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Architect under them.

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within ten (10) working days next after the date of this Contract and for its completion to be within 30 working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Micro Fiched

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the "General Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

County Counsel

COUNTY OF YOLO

By Betsy A. Marchand
Chairman of the Board of Supervisors

ATTEST:

Laurence P. Henigan, Clerk

By Barbara Rodgers, Deputy

By Jack G. Hayes
Jack G. Hayes
Contractor

Contract Agreement

BK

FILED

YOLO COUNTY AGREEMENT NO. 75-103

APR 24 1975

LAURENCE K. HENIGAN, Clerk

By [illegible] Deputy

XEROX COPY

WESTERN
GEOPHYSICAL
COMPANY OF AMERICA

P.O. Box C
Woodland, Calif. 95695
Tel. 916-666-2828

April 9, 1975

County Of Yolo
Woodland Calif. 95695

Western Geophysical Company of America, as an independent contractor, hereby requests permission to conduct a geophysical survey for Shell Oil Company within a period of 90 days on lands owned/leased by you and described as follows:
Section 30, Township 9 North Range 3 East. Yolo County, Calif.

Micro Fiched

In consideration for granting this permission we agree that:

1. All operations will be conducted at our own risk and expense.

2. All test-holes will be promptly back-filled and the surface will be restored to substantially its original condition.

3. This Company will indemnify and hold you harmless from all liability to or claims of others which may result from our operations on your lands.

4. We will assume full responsibility for any damages caused by or arising from our operations on your lands.

5. Necessary permission will be obtained from Dept. of Public Works prior to commencement of our operations.

Please indicate your agreement hereto by signing and returning the attached duplicate of this letter.

Very truly yours,

By Robert L. Cooper

Western Geophysical Company
Robert L. Cooper

AGREED
BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

By Peter A. Wardrobe

CHAIRMAN OF THE BOARD OF SUPERVISORS

April 21, 1975

Approved as to form
Dated 4/21/75

County Counsel of Yolo County

YOLO COUNTY AGREEMENT NO. 75-104

Rescinded by M.O. 76-834

LEASE AGREEMENT

This Lease is made and entered into this 21st day of April, 1975, by and between the Sacramento and San Joaquin Drainage District, acting by and through the Reclamation Board of the State of California (under the authority of Section 8598(d) of the Water Code of the State of California) hereinafter referred to as "LESSOR" and the County of Yolo hereinafter referred to as the "LESSEE".

The LESSOR does hereby lease the hereinafter described parcel of real property, subject to the terms, conditions, and reservations hereinafter set forth, for purposes of an Off-Road Vehicle Park, unto the LESSEE for the term commencing April 1, 1975 and ending March 31, 1976 unless sooner terminated under the provisions hereof.

Micro Fiched

All of that certain parcel of land situate in the County of Yolo, State of California.

> Portions of Sections 29, 30 and 31, T. 9 N., R. 4 E., M.D.B.&M. More particularly described as the area outlined in red on the map attached hereto and by this reference made a part thereof. (Exhibit "A")

The LESSEE shall pay the LESSOR cash rent as follows: Ten percent (10%) of the first one thousand dollars of gross income. Fifteen percent (15%) of all gross income exceeding one thousand dollars. Minimum rental is Seven Hundred Dollars ($700) per year. The minimum payment will be credited against the final payment based on the percentage of gross income. The LESSEE shall pay the LESSOR the sum of Seven Hundred Dollars ($700) upon the execution of this lease to satisfy the minimum rental provision. At the end of the lease period, the LESSEE shall pay the LESSOR the additional rental, if any, based on a percentage of the derived gross income as hereinbefore set forth.

This lease and agreement is subject to the following terms, conditions, and reservations understood and agreed between the parties hereto:

1. The lease parcel shall be used solely for the purpose of an Off-Road Vehicle Park.

2. LESSEE agrees to at all times conduct the operations permitted under this lease and in such manner and under such conditions as to protect the levees and other flood control structures maintained on the property by the LESSOR or the State of California, and the LESSEE shall immediately repair any damage whatsoever to the flood control works which in the opinion of the Reclamation Board results from any use whatever the LESSEE shall make of the premises.

Micro Fiched

3. The LESSEE does assume full responsibility for any injury or damage to persons or property as a result of its activities, and agrees and promises to save the LESSOR, the Reclamation Board and the State of California free and harmless from and against any and all loss, damage, expense, claims and demands of whatever character, direct or consequential, including injuries to any employees of the LESSOR or to third persons, damage to property belonging to or in the custody or possession of the LESSOR or third persons, whether upon the property of the LESSOR or elsewhere, caused directly or indirectly by the activities, structures or operations of the LESSEE.

4. LESSEE shall furnish a Certificate of Insurance to LESSOR with amounts of public liability insurance of not less than Five Hundred Thousand Dollars ($500,000) for each person; One Million Dollars ($1,000,000) for each occurrence; and property damage of at least One Hundred Thousand Dollars ($100,000) or a combined single limit policy of not less than One Million Dollars ($1,000,000) naming the Reclamation Board, the State of California, its officers, agents and employees as additional insureds. It is agreed that the Reclamation Board or the State of California shall not be liable for the payment of any premiums or assessments on the insurance coverage required by this paragraph.

5. That the LESSOR reserves to itself, its successors, and assigns, all of the oil, gas and minerals in, on or under the surface of said lands or any part of said lands and all the rights of ownership therein. The LESSOR further reserves to itself, its successors and assigns the right and license of exploring, mining, developing or operating for any or all of said products upon said lands or any part of said land, and of erecting thereon any and

all necessary buildings, pipelines, machinery and equipment necessary in and about the business of mining, developing, or operating for any of said products. The LESSOR reserves to itself, its successors and assigns, all of the rights of a full owner operating his own land, according to all the privileges and customs of the field that may be developed by said parcel of land. The LESSOR reserves to itself, its successors, and assigns, the right to use such part of the surface of said land as may be necessary or convenient in the development or extraction of said product. The LESSOR reserves to itself, its successors and assigns, the right to lay, maintain and operate pipelines for oil and gas and water or other substances.

Micro Fiched

6. This lease is subject to any and all levee, ditch, road, powerline or other rights of way or easements now existing. It is also subject to the right of the LESSOR, its licensees or grantees, without making compensation of any kind to the LESSEE, to enter upon the said premises or any part thereof at any time or times and perform and maintain any and all work the LESSOR may in its judgment deem necessary for development, subdivision, reclamation, drainage or irrigation purposes including, without prejudice to any work, the construction, creation and maintenance of levees, roads, bridges, pumps, powerlines, poles, borrow pits, canals or ditches or any other structures. The LESSOR or its authorized representatives shall also have the right to enter upon said premises at any time and place and shall have the right to use all roadways, waterways, bridges and ditches on said premises.

7. The LESSOR hereby reserves to itself and to its successors and assigns or any state or local flood control district, the right to have immediate use of the said property to obtain or deposit any materials deemed necessary by said flood control district for flood control purposes without compensation to LESSEE.

8. That this lease is and shall be subject to each and every prior existing interest, lease, right or lein on said real property, whether recorded or unrecorded, known or unknown.

9. The LESSEE shall not sublet the premises in whole

or in part either voluntarily or involuntarily or by operation of law; nor shall this lease or any interest herein be assigned by the LESSEE, voluntarily or involuntarily or by operation of law without the written consent of the LESSOR, and any violation of said terms or conditions shall automatically and immediately terminate this lease and the LESSOR shall have the right to immediately enter on said premises and take possession of the same and all installations thereon, the same as if this lease had not been made or executed.

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10. In the event that the LESSEE shall in the opinion of the LESSOR, fail, neglect or refuse to keep or perform any or all of the covenants or provisions of this lease which on its part are to be kept or performed, the LESSOR, in addition to the remedies in this lease or by law otherwise provided, may at its option after ten (10) days notice to the LESSEE of alleged failure, neglect or refuse to keep or perform any or all of the covenants or provisions of this lease which are to be kept or performed by the LESSEE and of a time and a place of a meeting of the Reclamation Board at which the LESSEE may appear and explain or submit evidence concerning such alleged failure, neglect or refusal to keep or perform such covenants or provisions, terminate this lease and the estate hereby created or any part hereof and remove all persons therefrom; and in such event to all interests of said LESSEE in such lands or in this lease shall be and belong to the LESSOR as and for compensation for the use of said land by the LESSEE and the LESSEE shall have no claim either at law or in equity against the LESSOR or the said land.

11. If action be brought by the LESSOR for the recovery for damages for the breach of this lease or to restrain the breach of this lease or for the recovery of the premises or to protect the rights hereby given to said lease or against the LESSEE and if the LESSOR shall prevail in said action, then the LESSEE shall pay to the LESSOR such amount of attorney's fee in said action as the court shall determine to be reasonable which shall be fixed by the court as part of the cost of said suit.

12. LESSEE shall keep complete and accurate records of

all income received from the Off-Road Vehicle Park operation so that full payment can be made in accordance with the provisions of this lease. All records of the LESSEE in any way relating to the Off-Road Vehicle Park shall be open for inspection or audit by LESSOR or its authorized representative at all times during the continuance of the lease and for a period of three years after its termination.

13. The LESSEE enters into this lease as an independent contractor and not as an agent or employee of the LESSOR as the word "employee" is defined in the Workman's Compensation Act.

Micro Fiched

14. That the waiver by the LESSOR of any breach by the LESSEE of any of the conditions or agreements herein which are to be kept or performed by the LESSEE shall not be construed as a waiver of the breach of any other of the said conditions or agreements.

15. This instrument may be modified or changed by an instrument in writing executed by the parties hereto.

16. The terms of this lease in the covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the successors and assigns of the parties hereto.

17. The LESSOR hereby reserves to itself and to its successors and assigns or any state or local flood control district, the right to flow over, upon and across, or to deposit, without compensation to the LESSEE any and all waters and materials which may, as a result of any present or future flood control project of the State of California from time to time inundate, cover or be carried upon the said real property.

18. LESSOR hereby reserves to itself and to its successors and assigns or any state or local flood control district, the right to clear, construct, reconstruct, enlarge, repair, operate and maintain levees, bypasses and other flood control works on said premises. Said flood control works shall include, but not be limited to, all embankments, ditches, channels, burms and appurtenant structures.

19. That no right, title, estate, or interest other than herein mentioned in or to property of LESSOR is transferred or conveyed hereby.

20. That this lease may be cancelled by either party upon first giving the other party ninety (90) days written notice of said intention to cancel.

21. LESSEE, with the prior approval of the Department of Transportation, may utilize additional area as shown outlined in red on the attached "Exhibit "B", for the purpose of staging occasional racing events. Whenever use is made of "Exhibit "B" area by the LESSEE, or its agents the provisions of this lease thereupon apply to that area in addition to the "Exhibit "A" area.

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IN WITNESS WHEREOF this lease has on the day and year first above written been executed by the proper officers of the Reclamation Board and Yolo County hereto duly authorized.

COUNTY OF YOLO

By Betsy A. Marchand

Approved as to Form
Dated 12-27-77
County Counsel of Yolo County

SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT acting by and through The Reclamation Board

By _____
President

By _____
Secretary

Approved as to legal form and sufficiency:

Counsel, Reclamation Board

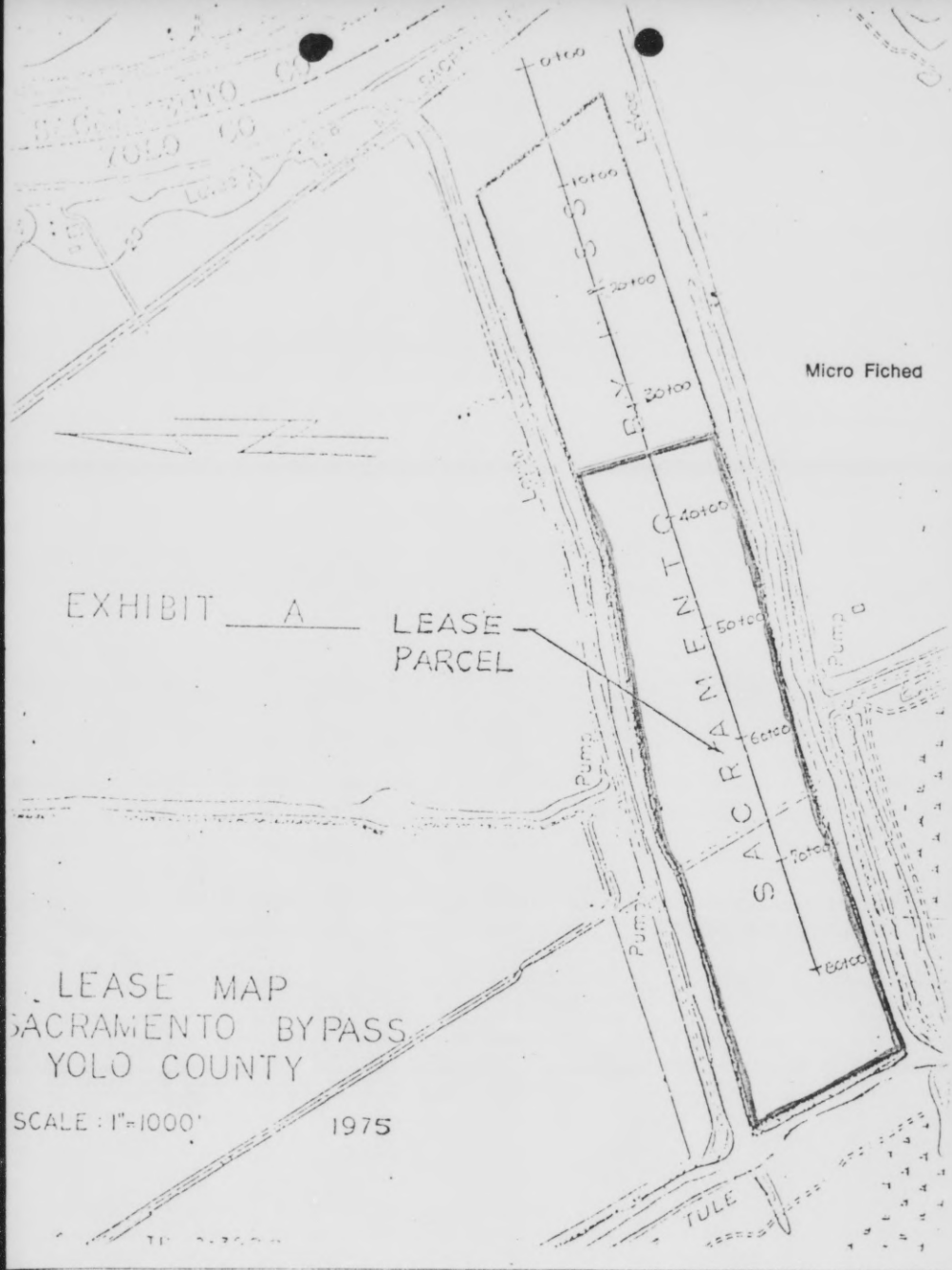
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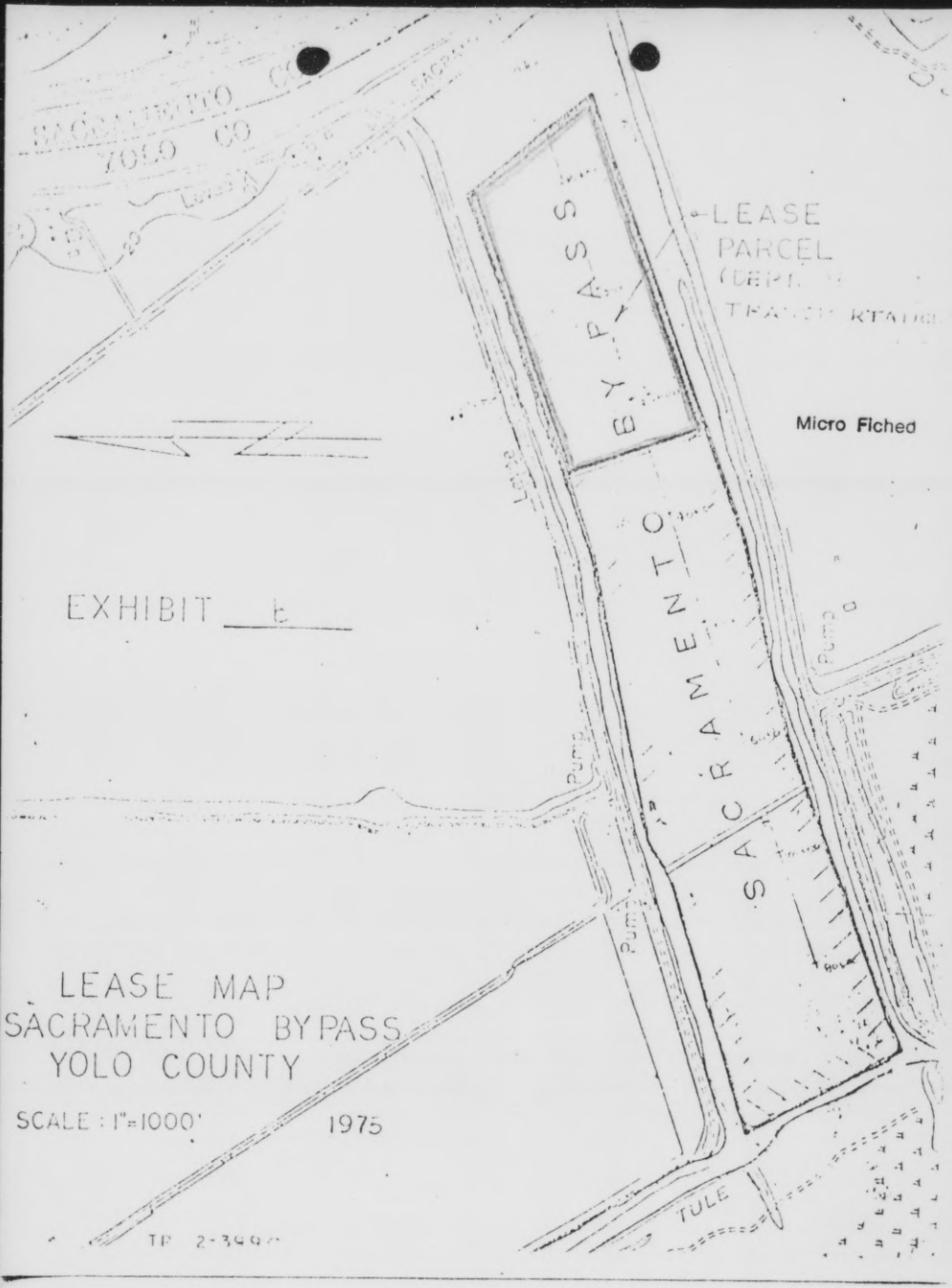
EXHIBIT A
LEASE PARCEL
SACRAMENTO
LEASE MAP
SACRAMENTO BYPASS
YOLO COUNTY
SCALE : 1"=1000'
1975
TULE


LEASE
PARCEL
BY-PASS
SACRAMENTO
TULE
Micro Fiched
EXHIBIT E
LEASE MAP
SACRAMENTO BYPASS
YOLO COUNTY
SCALE : 1"=1000'
1975

COUNTY OF YOLO

Woodland, California

PARKS DEPARTMENT
292 WEST BEAMER
WOODLAND, CALIFORNIA 95695
Telephone 666-8268

EARL A. BALCH
DIRECTOR

RECEIVED
APR 2 1 1975
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

Micro Fiched

April 18, 1975

Betsy Marchand, Chairman
And Members of the Yolo County
Board of Supervisors
Courthouse
Woodland, California

Dear Supervisor Marchand: RE: Off-Road Vehicle Area

Recognizing the funding restraint that should be considered in approving new programs and services, the following request is an attempt on the part of the Parks Department to provide for the residents of Yolo County and surrounding areas a recreational program which will meet a recognized demand, serve a large segment of the community, and hopefully be self-supporting once operational.

For almost two years the County has been studying the matter of off-road vehicle parks and more specifically, areas for motorcycles. Surveys have been made on potential sites, land ownerships considered, Advisory Committee discussions, and tours made to determine where this agency could best serve the needs of Yolo County with respect to this type of facility. Late last summer a preliminary environmental impact report was prepared by the Parks Department and submitted to the Parks & Recreation Advisory Committee. The preliminary report was revised and submitted to the Planning Commission and through its environmental review procedure. On December 17th the preliminary environmental impact report was presented to the Planning Commission and approved.

Meetings have been held with the State Reclamation Board who are the representatives of the State who is the owner of the property, to discuss the problems inherent with this type of development.

COUNTY OF YOLO
PARKS DEPARTMENT
292 WEST BEAMER
WOODLAND, CALIFORNIA 95695
Telephone 666-8268

Discussions were held with your Honorable Board, County Counsel's Office, and the State Reclamation Board regarding the terms of a lease agreement. After careful consideration on both sides a lease agreement was prepared by the Reclamation Board and is presented here today for your consideration.

It is requested that your Honorable Board approve the following:

1. Approve the Off-Road Vehicle Park program at the Sacramento Bypass and the rules and regulations governing the program.

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2. Approve the lease agreement as presented here today.

3. Approve the requested transfer of funds in the amount of $7,824 and the re-allocation within the Parks Department budget of $4,400 for a total project budget of $12,224.

4. Adopt the admission fee as described in the preliminary environmental impact report.

Enclosed for your review is a copy of the preliminary environmental impact report and the lease agreement. In addition, we have prepared a table of expenditures and revenue for your review.

Very truly yours,

Earl A Balch

EARL A. BALCH
DIRECTOR OF PARKS & RECREATION

EAB:ls

Enclosures

COUNTY OF YOLO

Woodland, California

EARL A. BALCH
DIRECTOR

PARKS DEPARTMENT
292 WEST BEAMER
WOODLAND, CALIFORNIA 95695
Telephone 666-8268

OFF-ROAD VEHICLE AREA
TABLE OF EXPENDITURES & REVENUE

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EXPENDITURE BUDGET

ACCOUNT NO.		1974/75	1975/76	TOTAL
86-1102	Extra Help	$ 2,000	$ 8,000	$10,000
86-1201	Retirement	$ 164	$ 600	$ 764
86-1202	O.A.S.D.	$ 118	$ 410	$ 528
86-2201	Workmen's Comp.	$ 117	$ 405	$ 522
86-2272	Main. Structure	$ 4,075	$ 3,000	$ 7,075
86-2390	Office Expense	$ 500	-------	$ 400
86-2492	Rents & Leases	$ 700	$ 1,650	$ 2,350
86-2520	Small Tools	$ 150	$ 150	$ 300
86-4300	Equipment	$ 4,400		
TOTALS		$12,224	$14,215	$26,439

I. Transfers within Park Department's Budget (Re-allocation) $ 4,400

II. Transfer from Contingency $ 7,824

Revenue

Account No. 5100	1975/76	1976/77
Reimbursable Program Fees	$10,000	$16,000

OFF-ROAD VEHICLE PARK

SACRAMENTO BYPASS

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PRELIMINARY ENVIRONMENTAL REPORT

YOLO COUNTY PARKS DEPARTMENT

REVISED
OCTOBER 30, 1974

INTRODUCTION

An off-road vehicle (ORV) park has been proposed by the Yolo County Department of Parks to provide day-use facilities for Yolo motorcycle enthusiasts as well as residents of the surrounding counties. The proposed site is located in the east end of Yolo County about 3½ miles from Bryte and Broderick in the Sacramento Bypass. This project is expected to help fill the deficiency in recreational facilities for ORV's in the 0-2 hour travel time zone mentioned in the California Outdoor Recreation Plan (Sacramento Metropolitan Region).

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LOCATION

This 200± acre site is within the physical limits (levees) of the Sacramento Bypass. It is bounded on the north by agricultural land; on the west by the Yolo Bypass (also devoted to agriculture); on the south by the California Highway Patrol Training Facilities; and on the East by the Caltrans spoils material site. The proposed site and all adjacent properties are zoned A-1, General Agriculture.

SITE DESCRIPTION

The area in question is rather well defined by features already existing. To the west is a toe drain of the Sacramento River which contains water throughout the summer. These toe drains extend around the site and along with levees and existing trees, define the north and south boundaries. The east boundary will be designated by sesonal fencing along the proposed parking area and sand drag strip. These existing and proposed boundaries along with signs, and supervision will be used to contain the users of the park and protect adjacent properties. The site is relatively flat with sandy soil, results of the seasonal flooding of the Sacramento River. Due to the flatness of the site and seasonal flow of water into and out of the Bypass, erosion is not a serious concern.

The vegetation in the area aside from a few trees on the edges of the site is shrubbery and grasses. The limited amount of vegetation

is due mainly to the annual flooding which attracts many species of migratory birds and waterfowl. The large shade trees would not be removed but incorporated into the project design along with the existing shrubbery to add interest and variety to the trails, and to protect the habitat of the area's wildlife.

This site is essentially a wild area supporting a variety of wildlife, including fox, oppossum, raccoons, skunks, ground squirrels, jackrabbits, gophers, mice, and probably beavers and muskrats in the drains along the base of the levees. Birds found on the site include pheasants, quails, great blue herons, meadowlarks, redwinged blackbirds, magpies, bluejays, starlings, sparrows and many species of migratory birds and waterfowl. Some species, notably the pheasants, quails, and fox will probably be driven from the area due to the noise of the proposed activities, the presence of man and the disturbance and destruction of habitat. Although the area is already being used by cyclists, hunters, and fishermen, increased use can be expected with the creation of a County park for OHV's. By supervising the area, centralizing the picnic sites along one side, and maintaining as much native vegetation as possible, it is hoped that the disruptive influence of man will be minimized. Waterfowl and most migratory birds shall not be affected by the establishment of an OHV park in this area. While this proposed development will increase motorcycle use at this site its existence should reduce the impact on other areas presently used without authorization.

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Although the area is sometimes used for grazing, the main purpose of the bypass is to provide flood protection to 800,000 acres of highly productive agricultural land and to the city of Sacramento and several smaller communities. The many miles of levees including those bordering the site must be maintained to furnish the degree of protection for which they were designed. As stated, signing, supervision, and temporary seasonal fencing would be used to keep the levees clear of vehicles, except for Tule Jake Road which will be used as the major access to the park.

PROJECT DESCRIPTION

The ORV Park is proposed to provide regional recreation facilities including trails for motorcycles and minibikes, chemical toilets, parking for 50 to 75 cars and trailers, a picnic area, and an area for sand drags. The County should seriously consider renting a portion of the facilities to operators (community organizations or others) of spectator activities, such as the sand drags which were successfully held in June 1974 by the Sacramento Sand Champions. Some 800 people were drawn to the events and the area was left very clean. Not only do spectator events serve a useful community purpose and increase revenue, but they will also serve as effective advertising for the parks day-to-day operations.

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One of the site's limitation factors is the fluctuating water levels of the Sacramento River (and consequently of the site) in response to changing rainfall and releases through the Sacramento Weir. Flows may occur in the bypass (maybe once every 2 or 3 years) even though the water level is not high enough to open the weir gates (which are opened about once every 5 years). There will be no permanent structures in the area due to the possibility of flooding up to 13 feet each year. Any necessary facilities (i.e., fencing, signs, chemical toilets, etc.) will be brought in as the waters recede each year, sometime in March or April, and removed before the heavy rains and the possible opening of the weir probably in October. (The Department of Water Resources could advise the County Parks Department as to when the weir would be opened.)

Based on day length, and whether or not school is in session, the following days of operation are proposed:

Mid April to Mid June	:	Weekends only
Mid June to Mid September	:	Six days a week - closed Mondays
Mid September to Mid October	:	Weekends only

Hours of operation would change with day length and weather between dawn and dusk. No riding will be allowed after dark as the trails will not be lighted.

By providing trails for large machines, which tend to be used by older riders, and for small machines, used mainly by younger riders, family groups can be accommodated in the proposed park. Because of the family nature of the sport (several studies show that many bikers ride with family members and consider motorcycling a family activity) facilities where both large and small vehicles can be operated in close proximity are highly desirable, so that older family members or friends need not be too far away from the young. Areas for repair and refueling would also be designated and enable the older or more experienced riders to help in the instruction of beginners.

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It should be remembered that the County is in essence relocating existing use of off-road vehicles which is in many cases illegal and dangerous. This park would legitimize existing recreational use of ORV's and provide for their safe operation in a designated (and rather isolated) area. Rules and regulations will be established and posted. Inspection of vehicles and the supervision of the area will be conducted by County Parks employees. Trained staff will be on the grounds at all times the park is open for use. A safety program will be developed to include emergency actions in the case of fires, accidents or the need for police. Staff should be trained in First Aid and be aware of who to contact and how to respond in case of emergencies. Fire fighting equipment (water, hoses, and extinguishers) should be kept on site to control both grass or fuel fires that may occur, especially in areas of fueling. Radio or telephone communications will also be established.

The ORV Park is needed as well as desired by its prospective users. With the restriction of ORV use on public roads, it becomes the responsibility of public agencies to provide recreational facilities for those restricted vehicles. Once established this area could accommodate many people of different ages, sexes, and ethnic mixtures, and with varying degrees of skill and interest.

The ORV section of the Department of Motor Vehicles offers the following registration statistics as of June 1974; which appear to justify this project in terms of potential users:

	MOTORCYCLES	4 WHEEL VEHICLES	SNOW MOBILES	MISCELLANEOUS
YOLO COUNTY	563	16	65	9
SACRAMENTO COUNTY	4,479	88	254	21
SOLANO COUNTY	875	17	31	6
NAPA COUNTY	607	31	12	1

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These totals are of vehicles that have been registered, which account for only a portion of the off-road vehicles owned and operated in these counties.

COSTS

Little is required in terms of capital outlay because the land will be leased, not purchased, and no permanent structures will be erected on the site. The land is already owned by the State of California, which makes acquisition unnecessary, while only a lease is required. Necessary expenditures to ensure the safety and well-being of the park users, the site, the staff and adjacent properties are as follows:

STAFF	GRADING PARKING AREA
VEHICLE (FOR STAFF MOBILITY)	EARTHWORK (JUMPS, DIPS)
CAR RADIO	FIRE FIGHTING EQUIPMENT
SPEAKER SYSTEM	FIRST AID SUPPLIES
CHEMICAL TOILETS	INSURANCE
PICNIC TABLES	WATER (FOR DUST CONTROL)
FENCING & GATES	PICNIC TABLES
SIGNS	BBQ PITS
GARBAGE CANS	ADVERTISING
INITIAL CLEAN UP & ESTABLISHING TRAILS	BROCHURES, MAPS, CONSENT FORMS
MAINTENANCE (PARKS DEPT. EMPLOYEES)	LAND LEASE

REVENUE

It is the hope of the County Parks Department that this park becomes self-supporting. This seems feasible in light of the following possible sources of revenue:

1. FEES: $2.00 for regular motorcycles per day
   $1.00 for minibikes (100cc and less) per day
   These would be charged at the gate. Season or monthly passes could also be issued.

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2. FUNDING: With the passage of the Chappie - Z'berg Off-Highway Vehicle Act of 1971, all ORV's are required to register with the Dept. of Motor Vehicles. A portion of this $15.00 registration fee is available to local agencies for planning, acquisition, development, maintenance, and conservation of off-highway vehicles facilities.
3. CONCESSIONAIRE: A tent, trailer, or truck could be brought into the area by a concessionaire to provide food, drink or other desirable conveniences to the park users. Rental bikes, gloves, goggles, and helmets might also be offered. The County would ask for a percentage of the profits as an additional source of revenue.
4. SPECTATOR EVENTS: Both entree fees for participants and for spectators could be charged. By allowing community organizations or cycle associations to take charge of such events, the County could offer such events, without taking responsibility for preparation, planning, and clean-up.
5. LESSONS: These could be taught by either the staff of the park or by a concessionaire. Certificates of some sort could be given upon completion. This might be a safe way to introduce beginners to this sport and to increase use of the area.

SUMMARY

If this site is selected for the ORV Park, detrimental effects would be localized, and beneficial effects would be area wide. The acceptibility of this site to users is indicated by the existing illegal use of the area. The appropriateness of this site is evidenced by the following characteristics:

1. The site is large enough (200± acres)
2. It is secluded enough so that unavoidable dust and noise will cause minimal disturbance.

3. Soil characteristics are such that erosion will be negligible.
4. It is accessible.
5. There is a minimum of conflicts with existing or proposed uses.
6. There is a need for a safe and legal area for ORV's.

A balance between risk and excitement, interest, skills, and safety will be attempted through project development, facility design, programs, training and supervision.

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RECOMMENDED RULES & REGULATIONS

1. No speeding or racing on the main roads (including Tule Jake Road) or in the parking areas.

2. All riders shall wear protective clothing at all times while operating a motorcycle within the park. Protective clothing shall consist of a helmet, shoes, and goggles. Gloves recommended.

3. Riders must stay within the designated boundaries of the park.

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4. All posted signs, such as speed limits, one-way, etc., must be observed.

5. No racing, horseplay or hazardous operation allowed which may affect other riders, except during designated events.

6. Machines may be refueled only in designated areas, such as parking lots, and engines must be turned off while refueling.

7. Trails must be followed only in the direction indicated.

8. All riders under 18 must have the signed consent of a parent or guardian.

9. The use of alcoholic beverages is prohibited in this park.

10. No riding after dark, or after closing time at

11. Spark arrestors & mufflers are required.

12. Smoking is restricted to designated smoking areas.

13. No pit racing in parking or picnic areas. This means no wheelies, spinning donuts or hookers, drag racing or speeding.

14. Violation of rules & regulations or safe procedure may result in the cancellation of riding privileges.

REMEMBER: THE FUTURE OPERATION OF THIS PARK DEPENDS UPON ITS SAFETY RECORD.

MACHINE INSPECTION

Machine inspection at time of admission is a good safety measure. Condition of brakes, tires, and muffling and spark arresting equipment should be checked, as well as the rider's personal safety gear such as helmet, boots and clothing.

If possible each vehicle will be inspected upon entry into the park to make sure the following equipment is in order:

1. Muffler and spark arrestor effective
2. Front and rear brakes operable
3. Fuel tanks, lines, and oil system free of leaks
4. Spokes tightened to proper tension
5. Axles tight
6. Cycle parts (frame, wheels, suspension) intact and working
7. Control cables in good condition
8. Ignition cut out fitted and operating

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REFERENCES

GEORGE SPENCER, RECLAMATION BOARD PROJECTS SECTION, DEPARTMENT OF WATER RESOURCES, SACRAMENTO

RICK MINER, RECLAMATION BOARD, CENTRAL DISTRICT, SACRAMENTO

FRED KINDEL, ENVIRONMENTAL RESOURCES SECTION, CORPS OF ENGINEERS, SACRAMENTO

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RON RAWLINGS, STATE DEPARTMENT OF PARKS & RECREATION OHV PLANNING, SACRAMENTO

ROGER SCOONOVER, STATE DEPARTMENT OF FISH & GAME, WOODLAND

BURT COLLINS, ASSISTANT DIRECTOR OF SACRAMENTO COUNTY PARKS & RECREATION DEPARTMENT, SACRAMENTO

MOTORCYCLE INDUSTRY COUNCIL (MIC) MOTORCYCLE PARK PLANNING & MANAGEMENT, MOTORCYCLE INDUSTRY COUNCIL, WASHINGTON, D.C., 1971

RICH KING, ASSISTANT DIRECTOR OF PLANNING (YOLO COUNTY), WOODLAND

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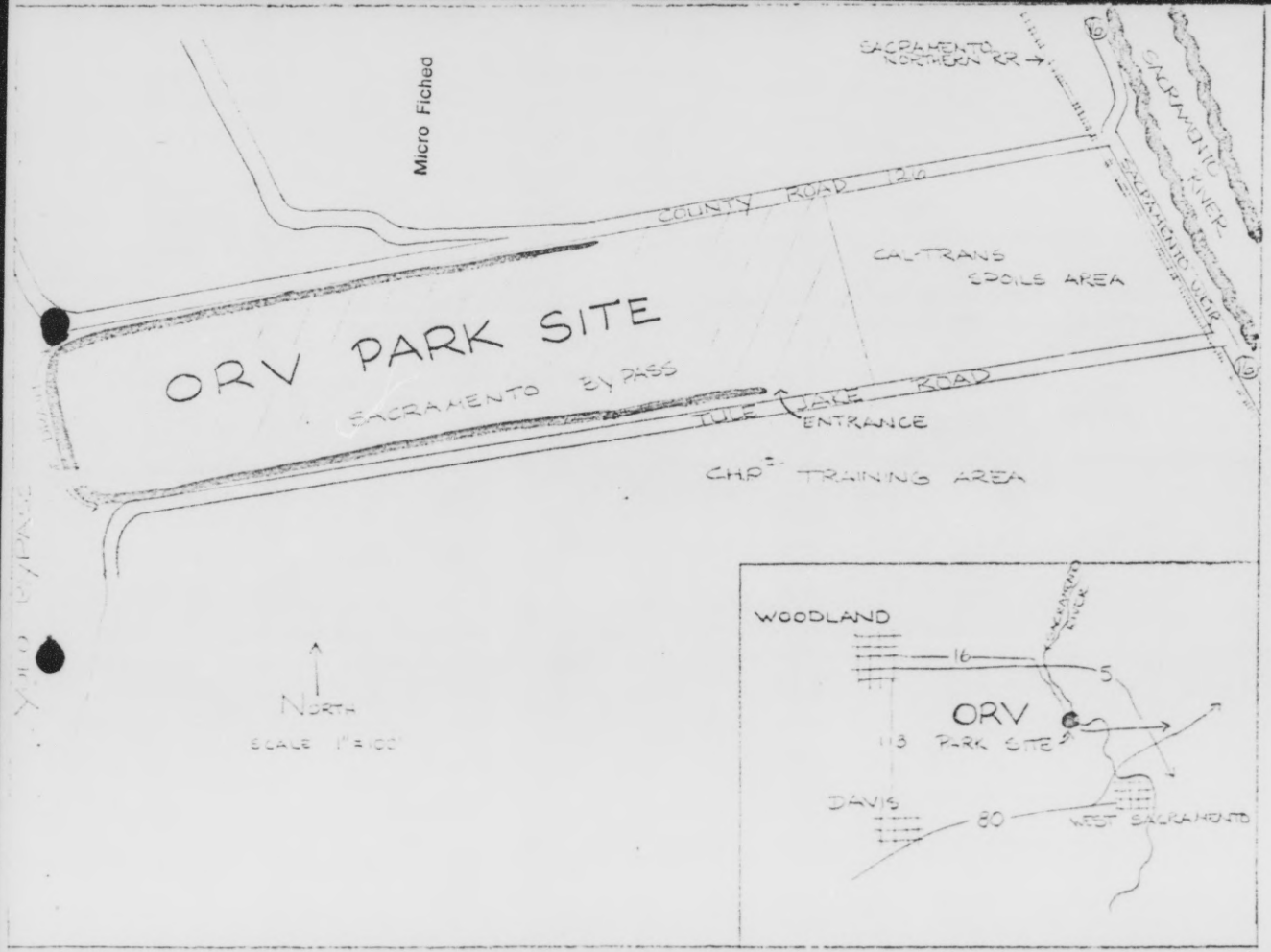

RECEIVED
- 1975
LAURENCE P. HENIGAN, Clerk
By..... Deputy

AGREEMENT NO. 75- 105

(Agreement Amending Agreement No. 74-114 to Increase Maximum Payments)

FILED
MAY - 1975
LAURENCE P. HENIGAN, Clerk
By Roland Rodgers
Deputy

THIS AGREEMENT made and entered into this 21st day of April, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and EAST YOLO INFORMATION CENTER FOR ALCOHOLISM, a non-profit corporation, hereinafter referred to as CENTER,

W I T N E S S E T H:

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RECITALS:

1. COUNTY and CENTER have heretofore entered into Yolo County Agreement No. 74-114 for the provision of services to prevent alcoholism in the County of Yolo;
2. CENTER has need of additional funds for such program;
3. The parties hereto desire to increase the maximum limit of services to be provided under said agreement from $6,924 to $8,424.

AGREEMENTS:

1. Paragraph 1 of Agreement No. 74-114 is hereby amended to read as follows:

   "The maximum payments from COUNTY to CENTER during the term of this agreement shall be a sum not to exceed Eight Thousand Four Hundred And Twenty-Four Dollars ($8,424) with no monthly installment limit".

2. Paragraph 3 of Agreement No. 74-114 is hereby amended to read as follows:

   "All funds received by CENTER from COUNTY shall be used for and applied to the expenses and categories of expenses designated as Exhibit "B" attached hereto, and for no other purposes".

3. Delete Exhibit "A" from Agreement No. 74-114.

4. In all other respects, the provisions of said Agreement No. 74-114 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date hereinabove set forth.

THE COUNTY OF YOLO, A political subdivision of the State of California

By Betsy A. Marchand
Chairman of the Board of Supervisors

Attest:

Laurence P. Henigan, Clerk

By Barbara Rodgers Deputy
(Seal)
5-6-75

Approved as to form
Dated 4-14-75
County Counsel of Yolo County

Micro Fiched

EAST YOLO INFORMATION CENTER FOR ALCOHOLISM, INC., A Non-Profit Corporation

By Laura L. Rosdat

By Herman C. Hanford
Secretary

MENTAL HEALTH SERVICES

By C. P. Thomson
Program Chief

EAST YOLO INFORMATION CENTER CONTRACT

EXHIBIT "B"

Accounts	Exhibit "A"	Revisions to Exhibit "A"	Usage of Additional $1,500	Balance
Director	$3,500		$1,450	$4,950
Furniture	125	(65)		60
Office Equipment	110	(50)		60
Office Maintenance	25			25
Office Supplies	100	175		275
Gas	200			200
Electric & Telephone	447			447
Rent	1,320	(120)		1,200
Insurance	50	70		120
Advertising	547		50	597
Sec't. or Janitor	200	(190)		10
Miscellaneous	300	180		480
Total	$6,924	$ -0-	$1,500	$8,424

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FILED
JUN - 2 1975
LAURENCE P. HENIGAN, Clerk
By Deputy

YOLO COUNTY AGREEMENT NO. 75-106

AGREEMENT FOR DIAGNOSTIC AND TREATMENT SERVICES AND TEMPORARY DETENTION IN RECEPTION CENTERS AND CLINICS OF THE DEPARTMENT OF THE YOUTH AUTHORITY

Contract No. 153

THIS AGREEMENT, made and entered into this 1st day of July, 1975, at Sacramento, California, by and between the STATE OF CALIFORNIA, through its duly appointed, qualified and acting Director of the Youth Authority, hereinafter called the State, and the COUNTY OF YOLO, hereinafter called the County.

WHEREAS, Section 1752.1 of the Welfare and Institutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts, with the approval of the Director of Finance, with any County of this State upon request of the Board of Supervisors thereof, wherein the Department of the Youth Authority agrees to provide diagnostic and treatment services and temporary detention during the period of study to the County of selected cases of persons eligible for commitment to the Department of the Youth Authority in connection with the operation of the Juvenile Court.

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NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. In any case in which:

(a) The Court has determined that a minor is a person described by Section 602, Welfare and Institutions Code, or if the Court has determined that a minor is a person described by Section 601 and a supplemental petition for commitment of such minor to the Youth Authority has been filed pursuant to Section 777, Welfare and Institutions Code, and such minor is otherwise eligible for commitment to the Youth Authority, and

RECEIVED
JUN - 2 1975
LAURENCE P. HENIGAN, Clerk
By Deputy

(b) said Court concludes that a disposition of the case in the best interest of the minor requires such observation and diagnosis as can be made at a diagnostic and treatment center of the Youth Authority, and

(c) said Court Orders that such a minor be placed temporarily in such a center for a period not to exceed 90 days as authorized by Welfare and Institutions Code Section 704, and orders that the Director of the Youth Authority report to the Court its diagnosis and recommendations concerning the minor within the 90-day period.

The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such diagnostic and treatment services and if the Director of the Youth Authority certifies that staff and institutions are available; provided that no such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring Court of the place to which said person is to be transported and of the time at which he can be received. Micro Fiched

2. The County shall execute the Court Order by transporting such person to the facility indicated by the State and returning him therefrom to the Court at no expense to the State.

3. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.

4. The Department of the Youth Authority shall provide diagnostic and treatment services and temporary detention during the period of study to the County for such accepted persons; and the Director of said Department shall, within the 90 days, cause such accepted person to be observed and examined and shall forward to the Court his diagnosis and recommendations concerning such minor's future care, supervision and treatment.

5. All such persons while under temporary detention by the Youth Authority pursuant to this contract shall be subject to the rules of the Youth Authority.

6. The County agrees to pay the State the sum of $905.00 per month for each case studied, or for periods of less than a full month, County agrees to pay State 1/30th of the monthly rate per person per day, of temporary detention, such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the State for the costs incurred. County shall be billed for the cost of services for the day the person is received but not for the day the person is removed from the program.

The State shall bill the County monthly, by means of itemized statements submitted in triplicate form for any such costs, and the County shall make remittance or payment thereof within thirty (30) days of receipt of any such billing.

Said remittance shall be mailed to:

Micro Fiched

Department of the Youth Authority
Departmental Accounting Office
714 P Street
Sacramento, California 95814

7. The period of this Agreement is from July 1, 1975 to June 30, 1976, inclusive; provided that the Agreement may be terminated by either party giving 30 days notice in writing.

8. Contractor agrees to conform to the Fair Employment Practices Addendum attached hereto and made a part hereof.

DGS Approval not Required
Per SAM Section 1206
DYA Appd. 4/29/75

Approved as to form
Dated 4/24/75
County Counsel of Yolo County

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of General Services' approval per Exemption Notice No. 403.

STATE OF CALIFORNIA
Department of the Youth Authority

By R. W. Mabb

Title Deputy Director
~~Management Services Branch~~

COUNTY OF YOLO

By Betsy A. Marchand

Title CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age*, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

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(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

* "It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age,..." (Labor Code Section 1420.1)

RECEIVED
APR 21 1975
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

BK

XEROX COPY

FILED
APR 29 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 75-107

(Agreement for Planning and Architectural Services for ELKHORN REGIONAL PARK)

THIS AGREEMENT made and entered into this 21st day of April, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and VTN CONSOLIDATED, INC., a California corporation, dba VTN SACRAMENTO, hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

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RECITALS:

1. COUNTY has acquired certain parcels of real property for the construction and development of a park and recreation area, and marine facility, generally known as Elkhorn Regional Park.
2. COUNTY has prepared a Master Plan for said development.
3. COUNTY anticipates receipt of funds for said development at a future date uncertain.
4. Said project involves possible construction of a small boat marina, which would involve unknown financial commitments by COUNTY.
5. CONTRACTOR represents that it has expertise and experience in determining the extent of such potential financial commitments and in the planning, designing and analysis of such facilities, upon which representation COUNTY relies in entering into this agreement.
6. CONTRACTOR has submitted a written statement of services proposed to be rendered herein, which proposal is incorporated herein by reference thereto designated Exhibit "A".
7. The parties hereto have prepared a map or sketch of the boundaries of the said area and said project, a copy of which is attached hereto, and incorporated herein by reference thereto, and designated as Exhibit "B" herein.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. CONTRACTOR shall perform all services as defined and set forth in Exhibit "A" for the project described therein and in Exhibit "B".

2. For said services, COUNTY shall pay to CONTRACTOR a total fee not to exceed the sum of SIX THOUSAND ($6,000) DOLLARS. Said sum shall be paid in monthly increments upon the submission of a statement to COUNTY setting forth the services rendered, approved in writing by the Director of the Parks Department of COUNTY, and computed per the schedule in Exhibit "A".

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3. CONTRACTOR undertakes to perform the services described herein, and complete said Economic Feasibility Study as described herein within three (3) months of written authorization to proceed with said project signed by the Director of the Parks Department of COUNTY.

4. Upon the completion of said Economic Feasibility Study, CONTRACTOR shall furnish and deliver to COUNTY copies of all written material developed or obtained by CONTRACTOR, including working papers and drawings, pertaining to or arising out of its work hereindescribed, and 20 copies of completed Economic Feasibility Study.

5. That in addition to the services described in Exhibit "A", CONTRACTOR shall make not less than three presentations of the Economic Feasibility Study at public meetings or hearings, as requested by the Director of the Parks Department of COUNTY.

6. Either party to this agreement may cancel same upon thirty (30) days' written notice mailed to the other. All notices to be given to the parties shall be given by United States mail, postage prepaid, and addressed as follows:

COUNTY:

Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

CONTRACTOR:

VTN SACRAMENTO
555 Capitol Mall, Suite 445
Sacramento, California 95814

Upon such cancellation or termination, COUNTY shall pay CONTRACTOR for services rendered by CONTRACTOR to date of cancellation.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

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VTN SACRAMENTO

BY
VICE PRESIDENT

(SEAL)

CHARLES R. MACK
COUNTY COUNSEL

BY:
CHIEF DEPUTY COUNTY COUNSEL

EXHIBIT "A"

I. PURPOSE

As discussed in VTN's July 1974 Report "Elkhorn Regional Park and Marina Master Plan," we strongly feel that an in-depth economic feasibility study should be conducted in order to evaluate the need and the physical impact the proposed marina would have on Yolo County. This study would analyze the market demand, engineering constraints, environmental and legal constraints, and financial considerations affecting the development of a marina at the Elkhorn Regional Park.

II. SCOPE OF WORK

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The scope of work that VTN will perform broadly includes the following four phases: Market Analysis and Demand Forecast, Engineering Evaluation, Environmental and Legal Evaluation, and Financial Feasibility Testing.

Phase I - Market Analysis and Demand Forecast

In analyzing the market potential and developing demand projections for recreational marina facilities and related commercial development at the site, VTN will undertake the following work tasks:

a. Definition of boundary areas capable of providing market support for the proposed marina facilities. We will analyze the growth factors which will assure utilization of the facilities in the Elkhorn Regional Park.

b. Evaluate the ability of the proposed marina to effectively compete with other comparable facilities on the Sacramento River. We will analyze those facilities which may be deemed potentially competitive and collect information

regarding their anticipated future expansion programs. Based on an evaluation of relevant demographic and socio-economic factors, boat ownership standards in the market area and characteristics of the existing or planned competition, VTN will estimate the existing and projected demand for boat slips within the market area.

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Phase II - Engineering Evaluation

The existing engineering evaluation will be expanded to the extent necessary to insure that the physical conditions of the site would allow the potential improvements to function as anticipated. In addition, cost estimates will be refined to assure that prices used in the economic feasibility analysis are consistent with reasonably anticipated construction costs.

Phase III - Environmental and Legal Evaluation

VTN will review and summarize legal constraints relating to the construction of the subject marina. The laws and guidelines of the Federal government (NEPA plus Corps of Engineers guidelines), State laws and guidelines (Lands Commission and Department of Navigation and Ocean Development), the local reclamation board and the Yolo County guidelines will each be investigated and discussed in detail with each agency as they relate to Elkhorn Regional Park. From this we will develop a detailed procedural outline describing in both text and chart form the approval for the project. This will set forth in detail the process which Yolo County will be required to follow.

Phase IV - Financial Feasibility Testing

Following the completion of the market analyses, engineering evaluation and environmental and legal evaluation, VTN will evaluate the financial feasibility of the project. It is VTN's understanding that leases could be let to private enterprises for the construction, operation, and maintenance of all revenue-producing elements planned for the marina portion of the park. The rentals paid by private lessees, both advance rentals and annual rentals, would then be used for the administration of the park and for repayment of the principal and interest on County loan(s) for the park.

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With this in mind, VTN will:

a. Develop a marketing, pricing and phasing schedule for the facilities.

b. Estimate revenues, operation costs and total project costs (including financing and other related expenses).

c. Prepare pro forma financial analyses to determine the cash flow.

III. SCHEDULE

The estimated completion time for conducting this study is 3 months.

IV. FEE

It is estimated that the fee for the study will be $6,000. This fee includes all work to be performed by the consultant and all expenses, including printing, required for completion of the work. The fee includes a maximum of three presentations of the economic study at public hearings. Billings will be monthly at the following hourly rates:

Principal	$40.00
Director of Recreational Services	35.00
Economist	30.00

(continued)

Market Analyst	$25.00
Research Assistant	23.00
Planner	27.00
Registered Engineer	34.00
Design Engineer	29.00
Draftsman	21.00

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EXHIBIT

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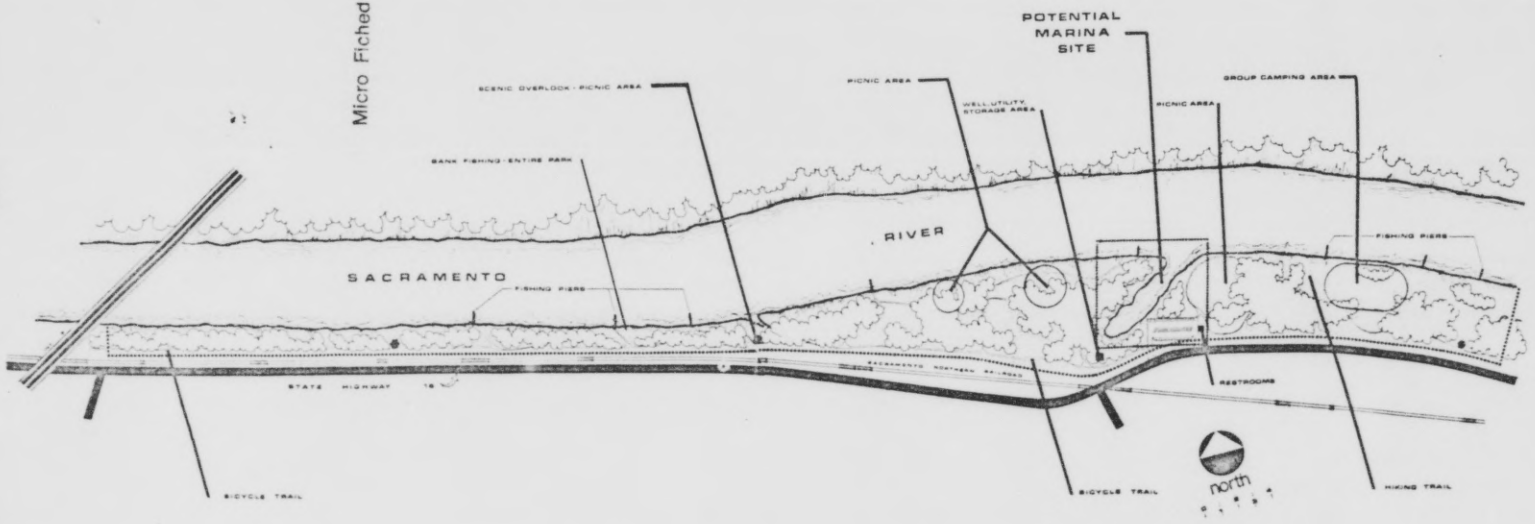

ELKHORN REGIONAL PARK

MASTER PLAN

PREPARED BY
VTN SACRAMENTO
555 CAPITOL MALL
SACRAMENTO, CALIF.

BK.

RECEIVED
APR 30 1975
LAURENCE P. HENIGAN, Clerk
BY _____ Deputy

AGREEMENT NO. 75-108

FILED
APR 30 1975
LAURENCE P. HENIGAN, Clerk
By Paulmal Rodgers Deputy

L E A S E

THIS LEASE, executed in Woodland, California, this 21st day of April, 1975, by and between the COUNTY OF YOLO, herein "Lessee" and ROBERT WARREN, CAROLYN J. WARREN, BORIS H. RUEBNER, SUSAN RUEBNER, JOE P. TUPIN, and BETTY A. TUPIN, herein "Lessor,"

IT IS HEREBY mutually agreed and understood between the parties as follows:

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1. LEASING AND DESCRIPTION OF PREMISES: Lessor hereby leases to Lessee and Lessee hereby hires from Lessor, on the terms and conditions hereinafter set forth approximately 1390 square feet situate in that building with a common street address of 204 F Street, Davis, California, the same being more particularly identified as Suites B, C, and F on that floor per Exhibit "A" attached.

2. TERM: The term of this lease shall commence on the 1st day of May, 1975, and shall end and terminate on the 30th day of April, 1977, subject to the extensions as herein provided.

3. RENT: Lessee hereby agrees to pay to Lessor and Lessor hereby agrees to accept from Lessee the total sum or rent of Eleven Thousand Six Hundred Seventy Six Dollars ($11,676.00), lawful money of the United States of America, without deduction or offset, at such place or places as may be designated from time to time by Lessor, in installments as follows:

(a) On the 1st day of May, 1975, and on the 1st day of each of the twenty-three (23) calendar months next succeeding the commencement of the term hereof the sum of Four Hundred Eighty Six Dollars and Fifty Cents ($486.50) shall be paid as and for the monthly rental.

4. USE: The herein demised premises are leased to Lessee for any lawful purpose.

5. ACCEPTANCE OF PREMISES; REPAIRS AND ALTERATIONS: The parties agree that the premises are rented unfurnished. Lessor agrees to deliver up the premises in a clean and sanitary condition and in good repair, and Lessee agrees to keep said premises and all improvements thereon in a clean and sanitary condition and in good repair throughout the term of this lease at its sole cost and expense, except for the roof and exterior walls which Lessor agrees to keep in good repair at its expense, and upon the termination of this lease Lessee shall surrender said premises, including all improvements situate thereon, in as good condition as they were upon the commencement of this lease, ordinary wear and tear, damage by fire, Act of God, or by the elements excepted. It is further agreed that Lessee may make such interior non-structural modifications as Lessee may desire, provided only that said modifications shall be at the sole cost and expense of Lessee and provided that Lessee shall keep the demised premises and the property in which the demised premises are situate free and clear of any and all liens and encumbrances arising by any work performed, material furnished, or obligations incurred by Lessee. Notwithstanding anything to the contrary in this paragraph contained, the non-structural modifications to be made by Lessee, shall first be approved by Lessor. Lessee may, at Lessee's option, remove any such non-structural modifications at the end of the term hereof provided that Lessee shall repair any damage occasioned by such removal.

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6. DESTRUCTION OF PREMISES: In the event said premises shall, during the term of this lease, be destroyed or damaged by fire or other casualty to the extent that the same shall be unfit for Lessee's use, the Lessor shall have the option of cancelling and terminating this lease or rebuilding said premises within ninety (90) days next following said fire of

other casualty. Within thirty (30) days after such destruction or damage, Lessor shall notify Lessee of its intention and election in this regard, and Lessor's failure to give such notice shall terminate this lease. In the event Lessor shall elect to rebuild said premises, such destruction or damage shall in no way annul or void this lease, except that Lessee shall be entitled to a proportionate deduction of rent while such repairs are being made, such proportionate deduction to be based upon the extent of which the making of such repairs shall interfere with the business carried on by Lessee on said premises.

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7. UTILITIES: Lessor shall pay for all water, garbage, gas, heat, light, or power during the period of this lease. Lessee shall pay for all other utility services, including telephone.

8. INCREASES IN UTILITIES: Lessee, in addition to all other sums agreed to be paid by it under this lease, shall pay to Lessor upon Lessor's demand an amount equal to Lessee's proportionate share of the utility rates paid by Lessor which shall, during the term of this lease, and any extension thereof, be charged against the account for 204 F Street, Davis, California, in excess of $120.00 per month. A twelve month average will be used to determine the utility usage. It is acknowledged by the parties hereto that Lessee's portion of the premises at 204 F Street, Davis, California, is thirty-six point thirty-nine percent (36.39%), and Lessee's obligation to pay for increased utility rates shall be pro-rated accordingly.

9. ENTRY BY OWNER: Lessee shall permit Lessor or its agents to enter into the upon said premises at all reasonable times for the purpose of inspecting the same.

10. WASTE: Lessee shall not commit, or suffer to be committed, any waste upon said premises, or any nuisance, nor use, nor permit the use of the premises for any unlawful purpose

whatsoever.

11. MECHANIC'S LIEN: Lessee shall keep the demised premises and the property in which the demised premises are situated free from any and all liens and encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee.

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12. NON-LIABILITY OF LESSOR FOR DAMAGES: This lease is made upon the express condition that Lessor is to be free from all liability and claim for damages by reason of any injury to any person or persons, including Lessee's agents, servants, or employees, or property of any kind whatsoever and to whomsoever belonging including Lessee, from any cause whatsoever while in or upon the said demised premises excluding the common entryways, vestibules, hallways and restrooms, during the period of this lease, or any extension or renewal hereof or any occupancy hereunder, Lessee hereby convenanting the agreeing to indemnify and save harmless Lessor from all liability, loss, cost, and obligation or any of them, on account of or arising out of any such injuries or losses however occurring.

13. LIABILITY INSURANCE: Lessee further agrees, prior to taking possession under the terms hereof, to provide lessor with evidence that Lessee's blanket public liability insurance policy extends to and protects against any liability to the public incident to the use of or resulting from any accident occurring in or about said premises.

14. ASSIGNMENT OR SUBLETTING: Lessee shall not assign or sublet this lease, or any interest therein, without Lessor's permission first had and obtained. Lessor will not unreasonably withhold permission for any subletting or assignment.

15. WAIVER: The waiver by Lessor of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or any

subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this lease, regardless of Lessor's knowledge of such preceding breach at the time of acceptance or such rent.

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16. COMPLIANCE WITH LAW: Lessee shall, at its sole cost and expense, comply with all of the requirements of all Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of said premises all Municipal ordinances and State and Federal statutes now in force or which may hereafter be in force.

17. BINDING ON SUCCESSORS: The terms, covenants, and conditions herein contained shall apply to and bind the successors in interest and assigns, if any, of both of the parties hereto. Provided, that nothing in this paragraph contained shall permit an assignment by Lessee in violation of the terms of paragraph 14 hereof.

18. TIME: Time is of the essence of this lease.

19. PARAGRAPH HEADINGS: The headings used for paragraphs in this lease are for convenience and reference only and shall not be construed to alter, affect, modify, or define the paragraphs themselves, or the meaning thereof.

20. NOTICES: Any notice required or permitted hereunder to be given to Lessee shall be deemed to have been given if mailed to Lessee in care of Erwin W. Meier, County Executive, Room 202, Courthouse, Woodland, CA 95695, postage prepaid, and any notice required or permitted hereunder to be given to Lessor shall be deemed to have been given if mailed to Lessor, postage prepaid, at the address of Lessor from time to time specified by Lessor.

21. CONDEMNATION: If any part of said premises shall be taken or dondemned for a public use and a part thereof remains which is susceptive of occupation hereunder, this lease shall as to the part so taken terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that the Lessee shall be required to pay for the remainder of the term only such portion of such rent as the value of the part remaining, after the condemnation, bears to the value of the entire premises at the date of condemnation; but in such event, Lessor shall have the option to terminate this lease as of the date when title to the part so condemned vests in the condemnor. If all the demised premises, or such part thereof, be taken or condemned so that there does not remain a part or portion susceptible for occupation hereunder, this lease shall thereupon terminate. If a part of all of the demised premises shall be taken or condemned, all compensation awarded upon such condemnation or taking shall go to the Lessor, and the Lessee shall have no claim thereto, and the Lessee hereby irrevocably assigns and transfers to Lessor any right to compensation or damages which the Lessee may become entitled to during the term hereof, by reason of the condemnation of all or part of the demised premises. If more than twenty persent (20%) of the useable floor space of the subject premises shall be taken, then Lessee may, in Lessee's discretion, conclude conclusively that there remains no part of the subject premises which is susceptible of occupance hereunder.

22. TRADE FIXTURES AND IMPROVEMENTS: Upon the termination of this lease or upon the vacation of the premises by Lessee as in this Agreement provided the Lessee may remove any improvements and any trade fixtures, furnitures and appliances, whether or not the same are secured to the premises, providing that the premises are left in a condition consistent with

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paragraph 5 hereof.

23. INCREASES IN REAL ESTATE TAXES: Lessee, in addition to all other sums agreed to be paid by it under this lease, shall pay to Lessor upon its demand an amount equal to its proportionate share of all real estate taxes which shall, during the period of this lease and any extension thereof, be assessed against the premises of which the demised premises are a part in excess of the amount of all real estate taxes assessed against the premises for the fiscal year ending June 30, 1975. It is acknowledged by the parties hereto that the demised premises represent only sixteen point forty-five percent (16.45%) of the premises subject to real estate taxes, and Lessee's obligation to pay for increased real estate taxes shall be pro-rated accordingly.

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24. PARKING: Lessee and its officers, agents, employees, business invitees, and other people using the premises with the permission of the Lessee shall have a right to use one (1) of the parking spaces situate behind the subject premises. Lessor shall designate and reserve those spaces Lessee is entitled to use. Lessee shall have first priority for such parking spaces over other tenants.

25. USE OF ADDITIONAL ACCOMMODATION: Lessee herein has been granted a license for the common use of hallways and rest-room areas of the building of which the demised premises are a part, for the term hereof, and Lessor hereby grants to Lessee (including Lessee's employees, customers and invitees) in conjunction with other tenants of the building and their employees, customers and invitees the common use of the hallways and rest-room areas of the building of which the rented premises are a part. Lessee is also granted the common use of the heating and air conditioning system of adequate capacity to maintain normal temperatures between 68° and 78° F.

26. MAINTENANCE: Notwithstanding anything to the

contrary in this lease contained, Lessor shall be responsible for the maintenance of the mechanical, electrical, plumbing, air conditioning, and heating facilities on the subject premises. In the event that Lessor fails or refuses to make such repairs or cause such repairs to be made, then Lessee may cause the same to be done at the expense of Lessor and such expense shall be offset against any monies due by the terms hereof from Lessee to Lessor. The Lessee will maintain the leased premises in a neat and clean condition at all times. Lessor will maintain the common areas (hallways and restrooms) of the building of which the rented premises are a part, in a neat and clean condition at all times.

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28. IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

COUNTY OF YOLO

BY Betty A. Marchand

ATTEST: LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers Deputy

"LESSEE"

ROBERT WARREN

Carolyn J. Warren

CAROLYN J. WARREN

Boris H Ruebner

BORIS H. RUEBNER

Susan Ruebner

SUSAN RUEBNER

JOE P. TUPIN

Betty A Tupin

BETTY A. TUPIN

"LESSOR"

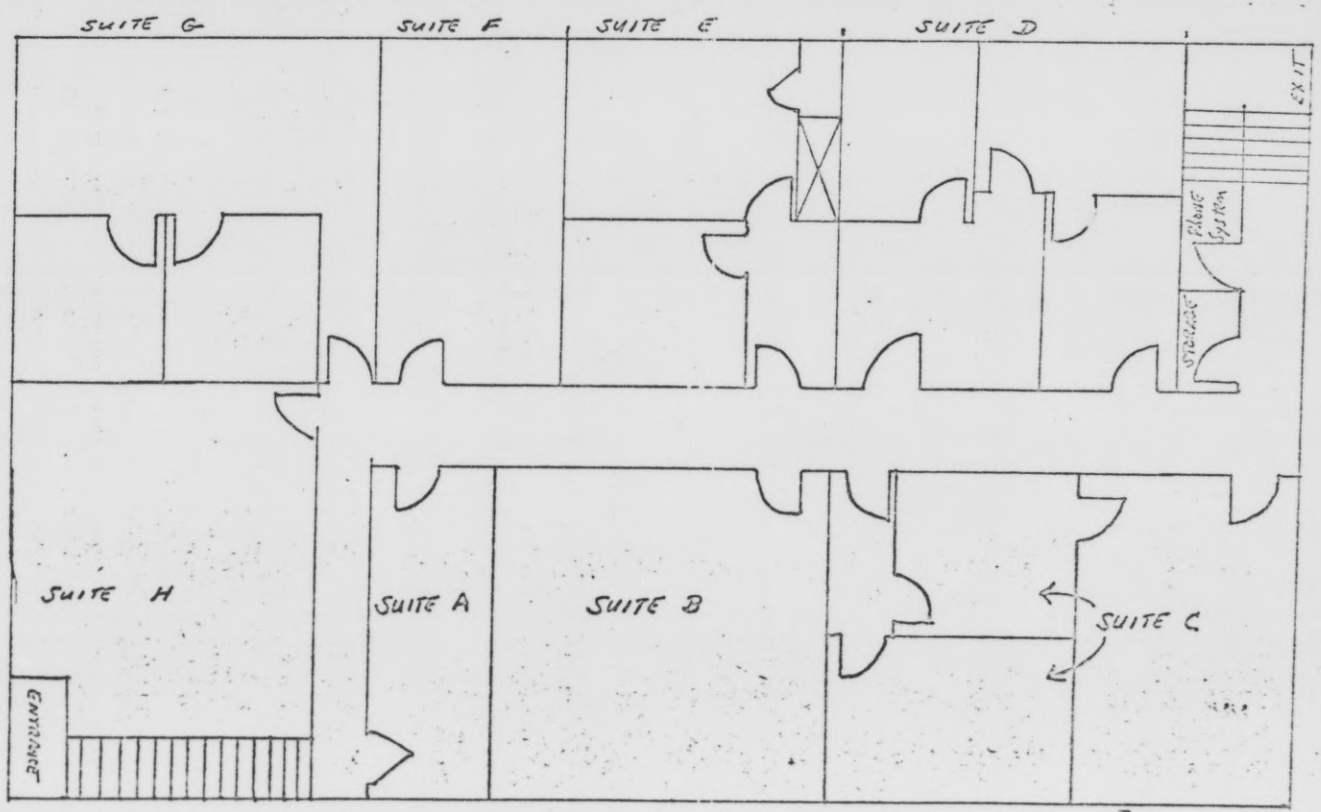
STATE OF CALIFORNIA
COUNTY OF YOLO } SS

ON April 28th, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert Warren, Carolyn J. Warren, Boris H. Ruebner, Susan Ruebner, Joe P. Tupin and Betty A. Tupin known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

OFFICIAL SEAL
PHYLLIS BIANCHETTI
NOTARY PUBLIC - CALIFORNIA
Principal Office in YOLO County
My Commission Expires Oct. 13, 1978

Notary's Signature Phyllis Bianchetti
Phyllis Bianchetti

GENERAL ACKNOWLEDGMENT
Form No. 16



F STREET

ALLEY

EXHIBIT "A"

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BK..
RECEIVED
APR 30 1975
LAURENCE P. HERIGAN, Clerk
By ____ Deputy
XEROX COPY
FILED
APR 30 1975
LAURENCE P. HERIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 75-109

L E A S E

THIS LEASE, executed in Woodland, California, this 21st day of April, 1975, by and between the COUNTY OF YOLO, herein "Lessee" and ROBERT WARREN, CAROLYN J. WARREN, BORIS H. RUEBNER, SUSAN RUEBNER, JOE P. TUPIN, and BETTY A. TUPIN, herein "Lessor,"

IT IS HEREBY mutually agreed and understood between the parties as follows:

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1. LEASING AND DESCRIPTION OF PREMISES: Lessor hereby leases to Lessee and Lessee hereby hires from Lessor, on the terms and conditions hereinafter set forth approximately 1230 square feet situate in that building with a common street address of 204 F Street, Davis, California, the same being more particularly identified as Suites G and H on that floor for Yolo County Department of Public Welfare per Exhibit "A" attached.

2. TERM: The term of this lease shall commence on the 1st day of June, 1975, and shall end and terminate on the 30th day of May, 1977, subject to the extensions as herein provided.

3. RENT: Lessee hereby agrees to pay to Lessor and Lessor hereby agrees to accept from Lessee the total sum or rent of Ten Thousand Three Hundred Thirty Two Dollars ($10,332.00), lawful money of the United States of America, without deduction or offset, at such place or places as may be designated from time to time by Lessor, in installments as follows:

(a) On the 1st day of June, 1975 and on the 1st day of each of the twenty-three (23) calendar months next succeeding the commencement of the term hereof the sum of Four Hundred Thirty Dollars and Fifty Cents ($430.50) shall be paid as and for the monthly rental.

4. USE. The herein demised premises are leased to Lessee for any lawful purpose.

5. ACCEPTANCE OF PREMISES; REPAIRS AND ALTERATIONS: The parties agree that the premises are rented unfurnished. Lessor agrees to deliver up the premises in a clean and sanitary condition and in good repair, and Lessee agrees to keep said premises and all improvements thereon in a clean and sanitary condition and in good repair throughout the term of this lease at its sole cost and expense, except for the roof and exterior walls which Lessor agrees to keep in good repair at its expense, and upon the termination of this lease Lessee shall surrender said premises, including all improvements situate thereon, in as good condition as they were upon the commencement of this lease, ordinary wear and tear, damage by fire, Act of God, or by the elements excepted. It is further agreed that Lessee may make such interior non-structural modifications as Lessee may desire, provided only that said modifications shall be at the sole cost and expense of Lessee and provided that Lessee shall keep the demised premises and the property in which the demised premises are situate free and clear of any and all liens and encumbrances arising by any work performed, material furnished, or obligations incurred by Lessee. Notwithstanding anything to the contrary in this paragraph contained, the non-structural modifications to be made by Lessee, shall first be approved by Lessor. Lessee may, at Lessee's option, remove any such non-structural modifications at the end of the term hereof provided that Lessee shall repair any damage occasioned by such removal.

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6. DESTRUCTION OF PREMISES: In the event said premises shall, during the term of this lease, be destroyed or damaged by fire or other casualty to the extent that the same shall be unfit for Lessee's use, the Lessor shall have the option of cancelling and terminating this lease or rebuilding said premises within ninety (90) days next following said fire or

other casualty. Within thirty (30) days after such destruction or damage, Lessor shall notify Lessee of its intention and election in this regard, and Lessor's failure to give such notice shall terminate this lease. In the event Lessor shall elect to rebuild said premises, such destruction or damage shall in no way annul or void this lease, except that Lessee shall be entitled to a proportionate deduction of rent while such repairs are being made, such proportionate deduction to be based upon the extent of which the making of such repairs shall interfere with the business carried on by Lessee on said premises.

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7. UTILITIES: Lessor shall pay for all water, garbage, gas, heat, light, or power during the period of this lease. Lessee shall pay for all other utility services, including telephone.

8. INCREASES IN UTILITIES: Lessee, in addition to all other sums agreed to be paid by it under this lease, shall pay to lessor upon Lessor's demand an amount equal to Lessee's proportionate share of the utility rates paid by Lessor which shall, during the term of this lease, and any extension thereof, be charged against the account for 204 F Street, Davis, California, in excess of $120.00 per month. A twelve month average will be used to determine the utility usage. It is acknowledged by the parties hereto that Lessee's portion of the premises at 204 F Street, Davis, California, is thirty two point twenty-one percent (32.21%), and Lessee's obligation to pay for increased utility rates shall be prorated accordingly.

9. ENTRY BY OWNER: Lessee shall permit Lessor or its agents to enter into the upon said premises at all reasonable times for the purpose of inspecting the same.

10. WASTE: Lessee shall not commit, or suffer to be committed, any waste upon said premises, or any nuisance, nor use, nor permit the use of the premises for any unlawful purpose

whatsoever.

11. MECHANIC'S LIEN: Lessee shall keep the demised premises and the property in which the demised premises are situated free from any and all liens and encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee.

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12. NON-LIABILITY OF LESSOR FOR DAMAGES: This lease is made upon the express condition that Lessor is to be free from all liability and claim for damages by reason of any injury to any person or persons, including Lessee's agents, servants, or employees, or property of any kind whatsoever and to whomsoever belonging including Lessee, from any cause whatsoever while in or upon the said demised premises excluding the common entryways, vestibules, hallways and restrooms, during the period of this lease, or any extension or renewal hereof or any occupancy hereunder, Lessee hereby convenanting the agreeing to indemnify and save harmless Lessor from all liability, loss, cost, and obligation or any of them, on account of or arising out of any such injuries or losses however occurring.

13. LIABILITY INSURANCE: Lessee further agrees, prior to taking possession under the terms hereof, to provide lessor with evidence that Lessee's blanket public liability insurance policy extends to and protects against any liability to the public incident to the use of or resulting from any accident occurring in or about said premises.

14. ASSIGNMENT OR SUBLETTING: Lessee shall not assign or sublet this lease, or any interest therein, without Lessor's permission first had and obtained. Lessor will not unreasonably withhold permission for any subletting or assignment.

15. WAIVER: The waiver by Lessor of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or any

subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this lease, regardless of Lessor's knowledge of such preceding breach at the time of acceptance or such rent.

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16. COMPLIANCE WITH LAW: Lessee shall, at its sole cost and expense, comply with all of the requirements of all Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of said premises all Municipal ordinances and State and Federal statutes now in force or which may hereafter be in force.

17. BINDING ON SUCCESSORS: The terms, covenants, and conditions herein contained shall apply to and bind the successors in interest and assigns, if any, of both of the parties hereto. Provided, that nothing in this paragraph contained shall permit an assignment by Lessee in violation of the terms of paragraph 14 hereof.

18. TIME: Time is of the essence of this lease.

19. PARAGRAPH HEADINGS: The headings used for paragraphs in this lease are for convenience and reference only and shall not be construed to alter, affect, modify, or define the paragraphs themselves, or the meaning thereof.

20. NOTICES: Any notice required or permitted hereunder to be given to Lessee shall be deemed to have been given if mailed to Lessee in care of Erwin W. Meier, County Executive, Room 202, Courthouse, Woodland, CA 95695, postage prepaid, and any notice required or permitted hereunder to be given to Lessor shall be deemed to have been given if mailed to Lessor, postage prepaid, at the address of Lessor from time to time specified by Lessor.

21. CONDEMNATION: If any part of said premises shall be taken or condemned for a public use and a part thereof remains which is susceptive of occupation hereunder, this lease shall as to the part so taken terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that the Lessee shall be required to pay for the remainder of the term only such portion of such rent as the value of the part remaining, after the condemnation, bears to the value of the entire premises at the date of condemnation; but in such event, Lessor shall have the option to terminate this lease as of the date when title to the part so condemned vests in the condemnor. If all the demised premises, or such part thereof, be taken or condemned so that there does not remain a part or portion susceptible for occupation hereunder, this lease shall thereupon terminate. If a part of all of the demised premises shall be taken or condemned, all compensation awarded upon such condemnation or taking shall go to the Lessor, and the Lessee shall have no claim thereto, and the Lessee hereby irrevocably assigns and transfers to Lessor any right to compensation or damages which the Lessee may become entitled to during the term hereof, by reason of the condemnation of all or part of the demised premises. If more than twenty percent (20%) of the useable floor space of the subject premises shall be taken, then Lessee may, in Lessee's discretion, conclude conclusively that there remains no part of the subject premises which is susceptible of occupance hereunder.

Micro Fiched

22. TRADE FIXTURES AND IMPROVEMENTS: Upon the termination of this lease or upon the vacation of the premises by Lessee as in this Agreement provided the Lessee may remove any improvements and any trade fixtures, furniture, and appliances, whether or not the same are secured to the premises, providing that the premises are left in a condition consistent with

paragraph 5 hereof.

23. INCREASES IN REAL ESTATE TAXES: Lessee, in addition to all other sums agreed to be paid by it under this lease, shall pay to Lessor upon its demand an amount equal to its proportionate share of all real estate taxes which shall, during the period of this lease and any extension thereof, be assessed against the premises of which the demised premises are a part in excess of the amount of all real estate taxes assessed against the premises for the fiscal year ending June 30, 1975. It is acknowledged by the parties hereto that the demised premises represent only forteen point fifty-five percent (14.55%) of the premises subject to real estate taxes, and Lessee's obligation to pay for increased real estate taxes shall be pro-rated accordingly. Micro Fiched

24. PARKING: Lessee and its officers, agents, employees, business invitees, and other people using the premises with the permission of the Lessee shall have a right to use one (1) of the parking spaces situate behind the subject premises. Lessor shall designate and reserve those spaces Lessee is entitled to use. Lessee shall have first priority for such parking spaces over other tenants.

25. USE OF ADDITIONAL ACCOMMODATION: Lessee herein has been granted a license for the common use of hallways and restroom areas of the building of which the demised premises are a part, for the term hereof, and Lessor hereby grants to Lessee (including Lessee's employees, customers and invitees) in conjunction with other tenants of the building and their employees, customers and invitees the common use of the hallways and restroom areas of the building of which the rented premises are a part. Lessee is also granted the common use of the heating and air conditioning system of adequate capacity to maintain normal temperatures between 68° amd 78° F.

26. MAINTENANCE: Notwithstanding anything to the

contrary in this lease contained, Lessee shall be responsible for the maintenance of the mechanical, electrical, plumbing, air conditioning, and heating facilities on the subject premises. In the event that Lessor fails or refuses to make such repairs or causes such repairs to be made, then Lessee may cause the same to be done at the expense of Lessor and such expense shall be offset against any monies due by the terms hereof from Lessee to Lessor. The Lessee will maintain the leased premises in a neat and clean condition at all times. Lessor will maintain the common areas (hallways and restrooms) of the building of which the rented premises are a part, in a neat and clean condition at all times.

Micro Fiched

28. IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

COUNTY OF YOLO

BY Betty A. Marchand

ATTEST: LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers DEPUTY

"LESSEE"

ROBERT WARREN

Carolyn J Warren
CAROLYN J. WARREN

Boris H. Ruebner
BORIS H. RUEBNER

Susan Ruebner
SUSAN RUEBNER

JOE P. TUPIN

Betty A. Tupin
BETTY A. TUPIN

"LESSOR"

STATE OF CALIFORNIA
COUNTY OF YOLO } SS

ON April 28th, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert Warren, Carolyn J. Warren, Boris H. Ruebner, Susan Ruebner, Joe P. Tupin and Betty A. Tupin known to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

OFFICIAL SEAL
PHYLLIS BIANCHETTI
NOTARY PUBLIC - CALIFORNIA
Principal Office in YOLO County
My Commission Expires Oct. 14, 1978

Notary's Signature Phyllis Bianchetti
Phyllis Bianchetti

GENERAL ACKNOWLEDGMENT
Form No. 14

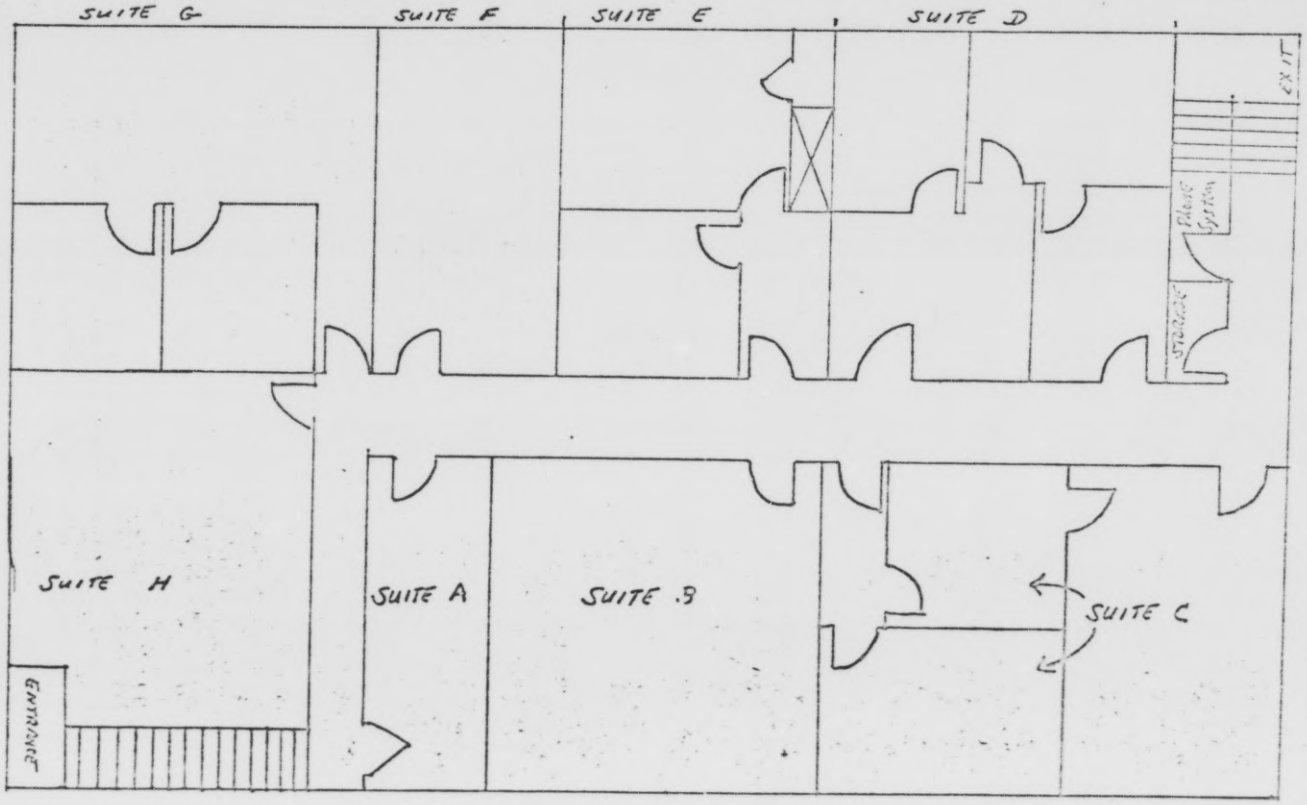


EXHIBIT "A"

Micro Fiched

BK..

FILED
APR 21 1975
LAURENCE P. HERRIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 75-110

(Amendment to Agreement No. 74-129 - Agreement for Janitorial Services)

THIS AMENDMENT TO LEASE made and entered into this 21st day of April, 1975, by and between THE COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and OTTO H. SPRINK, doing business as RELIABLE MAINTENANCE, 511 Maple Street, West Sacramento, California, hereinafter called CONTRACTOR,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. The parties heretofore have entered into an agreement, Yolo County Agreement No. 74-129, dated July 2nd, 1974, to provide janitorial services for the Yolo County Public Works Building, 292 West Beamer Street, Woodland, California.
2. The parties hereto desire to amend said agreement.

AGREEMENTS:

1. Paragraph 1.B. of Agreement No. 74-129 is hereby amended to read as follows:

   1.B. The period of this contract shall be from August 1st, 1974, through June 30th, 1975. This contract is subject to automatic renewal for an additional twelve-month period upon written notice of said renewal by CONTRACTOR served upon COUNTY as provided in said Agreement No. 74-129 at least thirty (30) days prior to the expiration date of the subject contract, unless notice of cancellation is served by COUNTY or CONTRACTOR on the other during the thirty-day period preceding the expiration date of the subject contract.

2. All other provision of said Agreement No. 74-129 shall remain in full force and effect as stated therein.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT TO LEASE as of the date hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A. Rodgers
DEPUTY

(SEAL)

Micro Fiched

Otto H. Sprink

OTTO H. SPRINK, doing business as RELIABLE MAINTENANCE

BK

XEROX COPY

FILED
APR 22 1975
LAURENCE P. HENIGAN, Clerk
By Barbara L. Rodgers
Deputy

AGREEMENT NO. 75-111

(Transfer Agreement)

THIS AGREEMENT made and entered into this 21st day of April, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, on behalf of YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and LEONIDAS, INC., a corporation, doing business as ALDERSON CONVALESCENT HOSPITAL hereinafter referred to as CONVALESCENT HOSPITAL.

W I T N E S S E T H:

Micro Fiched

RECITALS:

To facilitate continuity of care and the timely transfer of patients and records between YOLO GENERAL HOSPITAL and the CONVALESCENT HOSPITAL, the parties named above, hereby agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met.

2. The transferring institution will send with each patient at the time of transfer, or in the care of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon to provide the medical and administrative information necessary to determine the appropriateness of the placement and to enable continuing care to the patient. The transfer and referral forms will include such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment followed in the

transferring institution, nursing and dietary information, ambulation status, and pertinent adminsitrative and social information.

3. YOLO GENERAL HOSPITAL shall make available its diagnostic and therapeutic services, including emergency dental care, on an outpatient basis as ordered by the attending physician subject to Federal and State laws and regulations.

4. The institution responsible for the patient shall be accountable for the recognition of need for social services and for prompt reporting of such need to the local welfare department or other appropriate sources.

Micro Fiched

5. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

6. The transferring institution will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable Federal and State laws and regulations.

7. Charges for services performed by either facility shall be collected by the institution rendering such services, directly from the patient, third-party payor or other sources normally billed by the institution. Neither facility shall have any liability to the other for such charges.

8. The Governing Board of each facility shall have exclusive control of policies, management assets and affairs of its respective institutions. Neither institution shall assume any liability by virtue of the agreement for any debts or other obligations incurred by the other party to this agreement.

9. Nothing in this agreement shall be construed as limiting the rights of either instution to contract with any other facility on a limited or general basis.

10. This agreement shall be in effect no longer than one year from the date effected. However, it may be terminated by either facility upon thirty (30) days' written notice, with copies to the Bureau of Health Facilities Licensing and Certification, State Department of Public Health, 744 P Street, Sacramento, California 95814. This agreement shall be automatically terminated should either facility fail to maintain its licensure or certification.

Micro Fiched

11. This agreement shall take effect upon execution and shall be renewed at least annually in writing and shall be maintained in the facility's files with a copy of the renewed agreement sent to the Certification Unit, Department of Health Care Services, 714 P Street, Sacramento, California 95814.

12. This agreement supersedes Agreement No. 74-160.

DATE: March 5, 1975

SIGNED:

THE HEALTH CARE CONVALESCENT HOSPITAL
(Name of Skilled Nursing Home)

Leonida R. Rivera
(Administrator)

YOLO GENERAL HOSPITAL
(Name of Hospital)

Betsy A. Marchand
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

BK

XEROX COPY

FILED
APR 21 1975
LAURENCE P. HANGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 75-112

(Transfer Agreement)

THIS AGREEMENT made and entered into this 21st day of April, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, on behalf of YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and HACIENDA CONVALESCENT HOSPITAL, INC., doing business as HACIENDA CONVALESCENT HOSPITAL, hereinafter referred to as CONVALESCENT HOSPITAL,

Micro Fiched

W I T N E S S E T H:

RECITALS:

To facilitate continuity of care and the timely transfer of patients and records between YOLO GENERAL HOSPITAL and the CONVALESCENT HOSPITAL, the parties named above, hereby agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met.

2. The transferring institution will send with each patient at the time fo transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon to provide the medical and administrative information necessary to determine the appropriateness of the placement and to enable continuing care to the patient. The transfer and referral forms will include such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment followed in the

transferring institution, nursing and dietary information, ambulation status, and pertinent administrative and social information.

3. YOLO GENERAL HOSPITAL shall make available its diagnostic and therapeutic services, including emergency dental care, on an outpatient basis as ordered by the attending physician subject to Federal and State laws and regulations.

4. The institution responsible for the patient shall be accountable for the recognitic of need for social services and for prompt reporting of such need to the local welfare department or other appropriate sources.

Micro Fiched

5. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

6. The transferring institution will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable Federal and State laws and regulations.

7. Charges for services performed by either facility shall be collected by the institution rendering such services, directly from the patient, third-party payor or other sources normally billed by the institution. Neither facility shall have any liability to the other for such charges.

8. The Governing Board of each facility shall have exclusive control of policies, management assets and affairs of its respective institutions. Neither institution shall assume any liability by virtue of the agreement for any debts or other obligations incurred by the other party to this agreement.

9. Nothing in this agreement shall be construed as limiting the rights of either instution to contract with any other facility on a limited or general basis.

10. This agreement shall be in effect no longer than one year from the date effected. However, it may be terminated by either facility upon thirty (30) days' written notice, with copies to the Bureau of Health Facilities Licensing and Certification, State Department of Public Health, 744 P Street, Sacramento, California 95814. This agreement shall be automatically terminated should either facility fail to maintain its licensure or certification.

Micro Fiched

11. This agreement shall take effect upon execution and shall be renewed at least annually in writing and shall be maintained in the facility's files with a copy of the renewed agreement sent to the Certification Unit, Department of Health Care Services, 714 P Street, Sacramento, California 95814.

12. This agreement supersedes Agreement No. 74-160.

DATE: 6 March 1975

SIGNED:

THE HEALTH CARE CONVALESCENT HOSPITAL
(Name of Skilled Nursing Home

(Administrator)

YOLO GENERAL HOSPITAL
(Name of Hospital)

Betsy A. Marchand
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

BK.

XEROX COPY

FILED
APR 21 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 75-113

(Transfer Agreement)

THIS AGREEMENT made and entered into this 21st day of April, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, on behalf of YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and SOMERSET WEST CAPITAL CONVALESCENT HOSPITAL, CORP., doing business as SOMERSET GOLDEN STATE CONVALESCENT HOSPITAL, hereinafter referred to as CONVALESCENT HOSPITAL.

Micro Fiched

W I T N E S S E T H:

RECITALS:

To facilitate continuity of care and the timely transfer of patients and records between YOLO GENERAL HOSPITAL and the CONVALESCENT HOSPITAL, the parties named above, hereby agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met.

2. The transferring institution will send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon to provide the medical and administrative information necessary to determine the appropriateness of the placement and to enable continuing care to the patient. The transfer and referral forms will include such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment followed in the

transferring institution, nursing and dietary information, ambulation status, and pertinent administrative and social information.

3. YOLO GENERAL HOSPITAL shall make available its diagnostic and therapeutic services, including emergency dental care, on an outpatient basis as ordered by the attending physician subject to Federal and State laws and regulations. Micro Fiched

4. The institution responsible for the patient shall be accountable for the recognition of need for social services and for prompt reporting of such need to the local welfare department or other appropriate sources.

5. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

6. The transferring institution will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable Federal and State laws and regulations.

7. Charges for services performed by either facility shall be collected by the institution rendering such services, directly from the patient, third-party payor or other sources normally billed by the institution. Neither facility shall have any liability to the other for such charges.

8. The Governing Board of each facility shall have exclusive control of policies, management assets and affairs of its respective institutions. Neither institution shall assume any liability by virtue of the agreement for any debts or other obligations incurred by the other party to this agreement.

9. Nothing in this agreement shall be construed as limiting the rights of either instution to contract with any other facility on a limited or general basis.

10. This agreement shall be in effect no longer than one year from the date effected. However, it may be terminated by either facility upon thirty (30) days' written notice, with copies to the Bureau of Health Facilities Licensing and Certification, State Department of Public Health, 744 P Street, Sacramento, California 95814. This agreement shall be automatically terminated should either facility fail to maintain its licensure or certification.

Micro Fiched

11. This agreement shall take effect upon execution and shall be renewed at least annually in writing and shall be maintained in the facility's files with a copy of the renewed agreement sent to the Certification Unit, Department of Health Care Services, 714 P Street, Sacramento, California 95814.

12. This agreement supersedes Agreement No. 74-160.

DATE: 3-10-75

SIGNED:

THE HEALTH CARE CONVALESCENT HOSPITAL
(Name of Skilled Nursing Home)

(Administrator)

YOLO GENERAL HOSPITAL
(Name of Hospital)

CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

BK

XEROX COPY

FILED
APR 21 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 75-114

(Transfer Agreement)

THIS AGREEMENT made and entered into this 21st day of April, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, on behalf of YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and SAINT JOHN'S RETIREMENT VILLAGE, INC , doing business as STOLLWOOD CONVALESCENT HOSPITAL, hereinafter referred to as CONVALESCENT HOSPITAL,

Micro Fiched

W I T N E S S E T H:

RECITALS:

To facilitate continuity of care and the timely transfer of patients and records between YOLO GENERAL HOSPITAL and the CONVALESCENT HOSPITAL, the parties named above, hereby agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met.

2. The transferring institution will send with each patient at the time of transfer, or in the care of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon to provide the medical and administrative information necessary to determine the appropriateness of the placement and to enable continuing care to the patient. The transfer and referral forms will include such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment followed in the

transferring institution, nursing and dietary information, ambulation status, and pertinent administrative and social information.

3. YOLO GENERAL HOSPITAL shall make available its diagnostic and therapeutic services, including emergency dental care, on an outpatient basis as ordered by the attending physician subject to Federal and State laws and regulations.

Micro Fiched

4. The institution responsible for the patient shall be accountable for the recognition of need for social services and for prompt reporting of such need to the local welfare department or other appropriate sources.

5. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

6. The transferring institution will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable Federal and State laws and regulations.

7. Charges for services performed by either facility shall be collected by the institution rendering such services, directly from the patient, third-party payor or other sources normally billed by the institution. Neither facility shall have any liability to the other for such charges.

8. The Governing Board of each facility shall have exclusive control of policies, management assets and affairs of its respective institutions. Neither institution shall assume any liability by virtue of the agreement for any debts or other obligations incurred by the other party to this agreement.

9. Nothing in this agreement shall be construed as limiting the rights of either instution to contract with any other facility on a limited or general basis.

10. This agreement shall be in effect no longer than one year from the date effected. However, it may be terminated by either facility upon thirty (30) days' written notice, with copies to the Bureau of Health Facilities Licensing and Certification, State Department of Public Health, 744 P Street, Sacramento, California 95814. This agreement shall be automatically terminated should either facility fail to maintain its licensure or certifications.

Micro Fiched

11. This agreement shall take effect upon execution and shall be renewed at least annually in writing and shall be maintained in the facility's files with a copy of the renewed agreement sent to the Certification Unit, Department of Health Care Services, 714 P Street, Sacramento, California 95814.

12. This agreement supersedes Agreement No. 74-160.

DATE: 4-21-75

SIGNED:

THE HEALTH CARE CONVALESCENT HOSPITAL STOLLWOOD
(Name of Skilled Nursing Home)

Frank Stollwood
(Administrator)

YOLO GENERAL HOSPITAL
(Name of Hospital)

Betsy C. Marchand
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

BK.

XEROX COPY

FILED
APR 21 1975
LAURENCE P. HENSON, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 75-115

(Transfer Agreement)

THIS AGREEMENT made and entered into this 21st day of April, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, on behalf of YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and GIL-MED, INC., doing business as WOODIAND SKILLED NURSING FACILITY, hereinafter referred to as CONVALESCENT HOSPITAL.

Micro Fiched

W I T N E S S E T H:

RECITALS:

To facilitate continuity of care and the timely transfer of patients and records between YOLO GENERAL HOSPITAL and the CONVALESCENT HOSPITAL, the parties named above, hereby agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met.

2. The transferring institution will send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon to provide the medical and administrative information necessary to determine the appropriateness of the placement and to enable continuing care to the patient. The transfer and referral forms will include such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment followed in the

transferring institution, nursing and dietary information, ambulation status, and pertinent administrative and social information.

3. YOLO GENERAL HOSPITAL shall make available its diagnostic and therapeutic services, including emergency dental care, on an outpatient basis as ordered by the attending physician subject to Federal and State laws and regulations. Micro Fiched

4. The institution responsible for the patient shall be accountable for the recognition of need for social services and for prompt reporting of such need to the local welfare department or other appropriate sources.

5. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

6. The transferring institution will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable Federal and State laws and regulations.

7. Charges for services performed by either facility shall be collected by the institution rendering such services, directly from the patient, third-party payor or other sources normally billed by the institution. Neither facility shall have any liability to the other for such charges.

8. The Governing Board of each facility shall have exclusive control of policies, management assets and affairs of its respective institutions. Neither institution shall assume any liability by virtue of the agreement for any debts or other obligations incurred by the other party to this agreement.

9. Nothing in this agreement shall be construed as limiting the rights of either instution to contract with any other facility on a limited or general basis.

10. This agreement shall be in effect no longer than one year from the date effected. However, it may be terminated by either facility upon thirty (30) days' written notice, with copies to the Bureau of Health Facilities Licensing and Certification, State Department of Public Health, 744 P Street, Sacramento, California 95814. This agreement shall be automatically terminated should either facility fail to maintain its licensure or certification.

Micro Fiched

11. This agreement shall take effect upon execution and shall be renewed at least annually in writing and shall be maintained in the facility's files with a copy of the renewed agreement sent to the Certification Unit, Department of Health Care Services, 714 P Street, Sacramento, California 95814

12. This agreement supersedes Agreement No. 74-160.

DATE: 3-10-75

WOODLAND SKILLED NURSING FACILITY
(Name of Skilled Nursing Home)

SIGNED:

(Administrator)

YOLO GENERAL HOSPITAL
(Name of Hospital)

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

YOLO COUNTY AGREEMENT NO. 75-116

STANDARD AGREEMENT — APPROVED BY ATTORNEY GENERAL

STATE OF CALIFORNIA

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SERV.
☐ CONTROLLER
☐
☐ JUL 2 1975

THIS AGREEMENT, made and entered into this 23rd day of April, 19 75, by and between State of California, through its duly elected or appointed

officials and acting

NAME OF OFFICER ACTING FOR STATE	AGENCY	CONTRACT NO.
EXECUTIVE DIRECTOR	OFFICE OF CRIMINAL JUSTICE PLANNING	A-2067-1-74
hereinafter called the State, and		CONTR. NO.
Yolo County		2067-1

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Describe service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

GRANT AWARD A-2067-1-74 BETWEEN THE PARTIES HERETO IS HEREBY AMENDED

TO CHANGE THE EXPIRATION DATE OF THE PROJECT FROM September 30, 1975

TO May 31, 1976 ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN AS

PREVIOUSLY AGREED UPON.

Micro Fiched

FILED
JUL - 91975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

RECEIVED
JUL - 91975
LAURENCE P. HENIGAN, Clerk
By.....
Deputy

Approved as to Form
Yolo County Counsel

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: OFFICE OF CRIMINAL JUSTICE PLANNING	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): County of Yolo
BY (AUTHORIZED SIGNATURE): Larry A. Alamao	BY (AUTHORIZED SIGNATURE): Betsy C. Marshall
TITLE: EXECUTIVE DIRECTOR	TITLE: Chairman, Yolo County Board of Supervisors
(CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS: Court House, Room 207, Woodland, CA. 95695

Do Not Write in This Space

AMOUNT OF THIS ESTIMATE	APPROPRIATION		FUND	
$ No additional funds required				
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$				
ADJ. INCREASING ENCUM. BALANCE	FUNCTION			
$				
ADJ. DECREASING ENCUM. BALANCE	LINE ITEM ALLOTMENT			
$				

EXEMPT FROM DEPARTMENT OF GENERAL SERVICES APPROVAL PURSUANT TO SECTION 235 OF THE STATE ADMINISTRATIVE MANUAL

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: Verne L. Albright — DATE: JUL 2 1975

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.13 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY: Larry A. Alamao — DATE: 6/2/75

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

Micro Fiched

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

RECEIVED
MAY - 9 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 75-117

FILED
MAY - 9 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

ENGINEERING AGREEMENT

THIS AGREEMENT, made this 28th day of April, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called "County," and RAYMOND VAIL AND ASSOCIATES, a California corporation, hereinafter called "Vail," whereby it is mutually agreed:

Micro Fiched

1. Background. County has an airport project for which it desires engineering and surveying work to be performed. The parties hereto desire to contract for the performance of that engineering work. County has obtained a proposal from Vail and has approved the proposal as being suited to its needs and its budget.

2. Performance of Work. County hereby contracts with Vail for the performance of said work by Vail in accordance with Vail's proposal of April 10, 1975.

3. Payment. County shall pay Vail monthly for the work performed during the preceding month in accordance with paragraph IV of the proposal.

4. Termination of Contract. If, for any reason, the County desires to terminate this contract, it shall have the right to do so by giving the Engineer 15 days' written notice. In this event, all work performed to the date of termination shall be paid on a time and materials basis, in accordance with the Rate Schedule shown on pages 4a and 4b of the proposal.

XEROX COPY

IN WITNESS WHEREOF, this contract has been executed the day and year first above written.

Micro Fiched

COUNTY OF YOLO

By _____
Chairman

RAYMOND VAIL AND ASSOCIATES

By _____
Exec. Vice Pres

ATTEST:

LAURENCE P. HENIGAN
County Clerk

By _____
DEPUTY

Approved as to Form
Dated 4-30-75
County Counsel
of Yolo County

FILED
APR 29 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

PROPOSAL FOR
AIR TRANSPORTATION SERVICES
YOLO COUNTY AIRPORT

SCOPE OF WORK

The scope of work necessary to complete the desired airport development for Yolo County is based on information obtained from discussions with Yolo County and the Federal Aviation Administration.

The activities required are as follows:

Micro Fiched

Preparation of an airport layout plan

Design and specification for:

Additional runway overlay to increase width of runway to 150-foot

Two connecting taxiways

Median intensity lights for a 6000-foot runway

Vasi systems

Lighted wind cone

Assistance in preparation of grant program documents

DISCUSSION

The Yolo County Airport is classified under the National Airport Systems Plan, (NASP) for the Sacramento Standard Metropolitan Statistical Area. NASP requires the preparation of an Airport Layout Plan (ALP) which has been submitted by Yolo County. The ALP is the basis for receiving an Airport Development Grant, and must be kept up-to-date and available as long as the airport is under ADAP assistance.

Yolo County's request for aid under the ADAP program made in the Fall of 1973 encompasses development of a middle connecting taxiway, median intensity lighting for a 6000-foot runway and vasi systems. FAA minimums, which a basic transport classification airport must meet, will require increasing the runway overlay width. Additionally, it is recommended by the engineer that a lighted wind cone be constructed in conjunction with the other improvements.

All improvements will be based on the airport layout plan.

TASK PERFORMANCE

Task performance for the Yolo County Airport Development objectives will be divided into three phases; preliminary phase, design phase, and the construction phase.

Engineering Fees

I. PRELIMINARY ENGINEERING SERVICES

A. Compile and collect existing design data and conduct conferences with the County personnel to determine their wishes and requirements, inspect the site, review available materials, review all current and prior preassembled material, and develop project scheduling to meet the construction dates as set by the County.

Micro Fiched

B. Conferences and project oriented meetings shall be held with the various approving and regulatory agencies of the federal, state, and local governments and with the utility companies and all other organizations affected.

C. Conduct necessary reconnaissance and field reviews and other investigations necessary for preparation of plans and specifications and to support the design.

D. Update and formalize the airport layout plan, prepare preliminary design plans and specifications. This work shall be complete to such a degree that the scope of construction, the materials and detailed design features shall be clearly outlined.

E. Included in the preliminary engineering will be a work schedule for advertising of the project for construction, together with detailed estimates of the cost of the project.

Not to Exceed $ 1,200

II. DESIGN PHASE - PREPARE PLANS AND SPECIFICATIONS AND CONTRACT DOCUMENTS WHICH WILL MEET THE APPROVAL OF THE COUNTY, REGULATORY AUTHORITIES, AND OTHER LOCAL GOVERNMENTAL AGENCIES:

A. Prepare contract documents, plans and specifications, bid forms, and assist in the obtaining of necessary permits and applications required for construction of the project.

B. Prepare adequate copies of detailed contract documents and plans and specifications as necessary for advertising for bids and necessary for construction and supply to the County one (1) set of reproducible plans for their permanent record.

		Engineering Fees
C.	Prepare a final estimate of costs to be used as a basis for the award of bids.	
D.	Render aid to the County in advertising and receiving construction bids and award of the contract.	Micro Fiched
	Subtotal Items A, B, C, & D	$10,700
E.	Land surveying required to develop design data, locate utilities or other existing facilities.	$ 3,000
	Not to Exceed	$13,700

III. CONSTRUCTION PHASE - PROVIDE CONSTRUCTION SURVEYS, FIELD ENGINEERING, AND CONSTRUCTION INSPECTION, AS DIRECTED BY THE COUNTY

A.	Provide field construction staking after the contract is awarded.	$ 4,600
B.	Prepare one set of reproducible as-built drawings.	$ 250
	Not to Exceed	$ 4,850

IV. ENGINEER'S FEE

A. For the professional work described in the foregoing paragraphs I, II, III, the engineer will submit statements for the work on a time and materials basis which will be billed monthly at the agreed upon rate schedule "EXHIBIT A." The engineer shall bill the client for services rendered, not to exceed the amounts set forth in the preceding paragraphs I, II, III.

Micro Fiched

B. Payment shall be made to the engineer monthly according to the normal County accounting procedures.

C. This contract does not include a Pavement Analysis Report. It was determined by the client that one would not be required.

D. In addition to the sums heretofore set forth, the client agrees to reimburse the engineer for the following services on a time and materials basis as set forth on EXHIBIT A:

1. Construction observation as required and requested by the County.

2. Review and processing of the construction shop drawings.

RAYMOND VAL AND ASSOCIATES
8300 MADISON AVE. • P.O. BOX 265 • FAIR OAKS, CA. 95628 • (916) 961-8900

ENGINEERS
PLANNERS
SURVEYORS

FAIR OAKS OFFICE

October 1, 1974

The following is our charge out rate schedule for services, equipment, per diem, travel and vehicle use, consultants services, fees and other outside services and miscellaneous expenses.

Micro Fiched

The charge out rates shown for professional and sub-professional services are based on an average factor of approximately 2.0 times the salary cost; salary cost being defined as the actual straight time hourly rate of pay plus fringe benefits and payroll expenses.

These rates are effective from October 1, 1974 to July 1, 1975.

RATE SCHEDULE

SERVICES	HOURLY RATE
Principal	$32.00 to 40.00
Associate	26.00 to 36.00
Supervisor	23.00 to 32.00
Professional Services	20.00 to 30.00
Sub-Professional Services	13.00 to 23.00
Photogrammetrist	14.00 to 22.00
Computer Operator-Systems Analyst	14.00 to 20.00
Typing and Keypunching	8.00 to 12.00
Bookkeeping and other clerical	10.00 to 14.00
Office Equipment:	
I.B.M. Mag-Card Selectric System	2.00 per hour
Clary (Computer only)	2.00 per hour
I.B.M. 1130 (Computer Meter Time)	3.00 per minute
Cal Comp Plotter Meter Time	1.00 per minute
Stereo Plotter (K & E or Santoni)	1.50 or 4.50 per hour
Stereo Plotter (K & E or Santoni) w/Digitizer	6.00 or 9.00 per hour

SURVEY PARTIES & EQUIPMENT

Sacramento, Yolo, Sonoma and Monterey Bay Counties.

Two-Man Survey Party	$50.00
Three-Man Survey Party	61.00

HOURLY RATE

Property Survey Work in All Areas Except the 8 Bay Counties.

Two-Man Survey Party	$36.00
Three-Man Survey Party	44.00

Tahoe Basin and Upper Sacramento Valley.

Two-Man Survey Party	$43.00
Three-Man Survey Party	53.00

Micro Fiched

Bay Counties (San Francisco, Marin, San Mateo, Santa Clara, Napa, Solano, Alameda and Contra Costa) and Davis-Bacon rates.

Two-Man Survey Party	$55.00
Three-Man Survey Party	68.00

Survey Supervisor	All Areas	$18.00 to 24.00
Construction Observer	All Areas	18.00 to 24.00
Electronic Measuring Equipment	All Areas	$12.00

The preceding rates include overhead, office supplies and mileage within a radius of twenty-five miles of each of our offices. When services are performed at a distance greater than twenty-five miles, the excess mileage will be charged at a rate of twelve cents per mile.

Map filing fees, map checking fees and other fees paid on behalf of client will be billed at cost plus ten percent to cover accounting expenses.

In addition to the above schedule of rates, the actual cost of photographic reproductions, prints, xerox copies, iron pipe monuments, iron rods or pins, survey stakes and special monuments will be added to statements when applicable.

Very truly yours,

Raymond Vail

Raymond Vail, President

RV:gl

BK.

XEROX COPY

(12)

FILED
APR 28 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 75-118

(Transfer Agreement)

THIS AGREEMENT made and entered into this 28th day of April, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, on behalf of YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and LEON MIGUEL and PLACIDA MIGUEL, individually and doing business as THE COUNTRYSIDE NURSING AND CONVALESCENT HOME, hereinafter referred to as CONVALESCENT HOSPITAL,

Micro Fiched

W I T N E S S E T H:

RECITALS:

To facilitate continuity of care and the timely transfer of patients and records between YOLO GENERAL HOSPITAL and the CONVALESCENT HOSPITAL, the parties named above, hereby agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met.

2. The transferring institution will send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon to provide the medical and administrative information necessary to determine the appropriateness of the placement and to enable continuing care to the patient. The transfer and referral forms will include such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment followed in the

transferring institution, nursing and dietary information, ambulation status, and pertinent administrative and social information.

3. YOLO GENERAL HOSPITAL shall make available its diagnostic and therapeutic services, including emergency dental care, on an outpatient basis as ordered by the attending physician subject to Federal and State laws and regulations. Micro Fiched

4. The institution responsible for the patient shall be accountable for the recognition of need for social services and for prompt reporting of such need to the local welfare department or other appropriate sources.

5. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

6. The transferring institution will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable Federal and State laws and regulations.

7. Charges for services performed by either facility shall be collected by the institution rendering such services, directly from the patient, third-party payor or other sources normally billed by the institution. Neither facility shall have any liability to the other for such charges.

8. The Governing Board of each facility shall have exclusive control of policies, management assets and affairs of its respective institutions. Neither institution shall assume any liability by virtue of the agreement for any debts or other obligations incurred by the other party to this agreement.

9. Nothing in this agreement shall be construed as limiting the rights of either institution to contract with any other facility on a limited or general basis.

10. This agreement shall be in effect no longer than one year from the date effected. However, it may be terminated by either facility upon thirty (30) days' written notice, with copies to the Bureau of Health Facilities Licensing and Certification, State Department of Public Health, 744 P Street, Sacramento, California 95814. This agreement shall be automatically terminated should either facility fail to maintain its licensure or certification.

Micro Fiched

11. This agreement shall take effect upon execution and shall be renewed at least annually in writing and shall be maintained in the facility's files with a copy of the renewed agreement sent to the Certification Unit, Department of Health Care Services, 714 P Street, Sacramento, California 95814.

12. This agreement supersedes Agreement No. 74-160.

DATE: April 28, 1975

SIGNED:

THE COUNTRYSIDE NURSING AND CONVALESCENT HOME
(Name of Skilled Nursing Home)

(Administrator)

YOLO GENERAL HOSPITAL
(Name of Hospital)

CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

AGREEMENT NO. 75- 19

Sub-Grantee Name:	WOODLAND JOINT UNIFIED SCHOOL DISTRICT
Address:	175 Walnut Street
City:	Woodland, California 95695
Phone:	662-0300
Program Director:	District Superintendent
Date of Modification:	APRIL 25, 1975

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 75- 9 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   decrease of $ 1,655.00 .

2. The grant period from January 10, 1975 to February 10, 1976, remains unchanged.

3. The current schedule of position listings is modified by the fiscal reduction of the positions set forth in Modification to Schedule of Position Listings attached hereto marked Exhibit "".

4. This modification is effective on the Date of Modification set forth above.

WOODLAND JOINT UNIFIED SCHOOL DISTRICT	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
(Legal Name of Sub-Grantee)	
James S. Loughridge	
(Signature of Authorized Officer)	
JAMES S. LOUGHRIDGE, ED.D.	BETSY A. MARCHAND, CHAIRMAN
(Typed Name & Title of Authorized Officer) SUPERINTENDENT	BOARD OF SUPERVISORS
	ATTEST: LAURENCE P. PENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS
	BY Barbara Rodgers DEPUTY

SX-52

(SEAL)

Micro Fiched

	Allocation
Library Clerk I - 12 months	$ 7,560.00
Library Clerk I - 12 months	7,560.00
Warehouse Clerk - 9½ months	6,289.00
Total modification	$ 21,409.00
Original grant	23,064.00
Decrease, this modification	$ 1,655.00

AGREEMENT NO. 75- 120

COUNTY OF YOLO
AS OFFICIAL AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT

FILED
MAY 23 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

CETA TITLE VI

Micro Fiched

Sub-Grantee Name	ESPARTO UNIFIED SCHOOL DISTRICT
Address	Road 1, Box 182
City	Esparto, California 95627
Phone:	787-3446
Program Director	District Superintendent
Date of Modification	APRIL 25, 1975

The Sub-Grant between the parties, Yolo County Agreement No. 75- 7 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   decrease of $ 1,360.00 .

2. The grant period from January 10, 1975 to February 10, 1976, remains unchanged.

3. The current schedule of position listings is modified by the fiscal reduction of the positions set forth in Modification to Schedule of Position listings attached hereto marked Exhibit "A".

4. This modification is effective on the Date of Modification set forth above.

	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
(Legal Name of Sub-Grantee)	
(Signature of Authorized Officer)	BETSY A. MARCHAND, CHAIRMAN BOARD OF SUPERVISORS
(Typed Name & Title of Authorized Officer)	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS BY Barbara A. Rodgers DEPUTY

SY-52

(SEAL)

April 25, 1975

ESPARTO UNIFIED SCHOOL DISTRICT

Micro Fiched

MODIFIED SCHEDULE OF POSITIONS

	Allocation
Clerk Typist - 12 months	$ 6,396.00
Custodian - 12 months	6,528.00
Groundsman - 12 months	6,528.00
Maintenance Man - 9½ months	5,168.00
Total modification	$ 24,620.00
Original grant	25,980.00
Decrease, this modification	$ 1,360.00

RECEIVED
MAY - 9 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 75- 121

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT

CETA TITLE VI

FILED
MAY - 9 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers

Micro Fiched

Sub-Grantee Name	WASHINGTON UNIFIED SCHOOL DISTRICT
Address	930 WEST ACRES ROAD
City	WEST SACRAMENTO, CALIFORNIA 95691
Phone:	371-9300
Program Director	District Superintendent
Date of Modification	APRIL 25, 1975

The Sub-Grant between the parties, Yolo County Agreement No. 75-8 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   decrease of $ 1,822.00 .

2. The grant period from January 10, 1975 to February 10, 1976, remains unchanged.

3. The current schedule of position listings is modified by the fiscal reduction of the positions set forth in Modification to Schedule of Position Listings attached hereto marked Exhibit "A".

4. This modification is effective on the Date of Modification set forth above.

WASHINGTON UNIFIED SCHOOL DISTRICT	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
(Legal Name of Sub-Grantee)	
Marino Pierucci	Betsy A. Marchand
(Signature of Authorized Officer)	
Marino Pierucci Asst. Superintendent Business Operations	BETSY A. MARCHAND, CHAIRMAN BOARD OF SUPERVISORS
(Typed Name & Title of Authorized Officer)	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS
XEROX COPY	BY Barbara A. Rodgers DEPUTY

SY-52

(SEAL)

April 25, 1975

WASHINGTON UNIFIED SCHOOL DISTRICT

Micro Fiched

MODIFIED SCHEDULE OF POSITIONS

	Allocation
Maintenance Worker - 12 months	$ 8,952.00
Groundskeeper - 12 months	8,748.00
Groundskeeper - 9½ months	6,926.00
Total modification	24,626.00
Original grant	26,448.00
Decrease, this modification	$ 1,822.00

AGREEMENT NO. 75- 122

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY

MODIFICATION OF SUB-GRANT

FILED
MAY 21 1975
LAURENCE P. PENIGAN, Clerk
By Barbara Bolgue
Deputy

CETA TITLE VI

Micro Fiched

Sub-Grantee Name	DAVIS JOINT UNIFIED SCHOOL DISTRICT
Address	23 RUSSELL BOULEVARD
City	DAVIS, CALIFORNIA 95616
Phone:	756-0300
Program Director	SCHOOL SUPERINTENDENT
Date of Modification	APRIL 25, 1975

The Sub-Grant between the parties, Yolo County Agreement No. 75- 3 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   decrease of $ 2,002.00 .

2. The grant period from January 10, 1975 to February 10, 1976, remains unchanged.

3. The current schedule of position listings is modified by the fiscal reduction of the positions set forth in Modification to Schedule of Position Listings attached hereto marked Exhibit "A".

4. This modification is effective on the Date of Modification set forth above.

	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
(Legal Name of Sub-Grantee)	
(Signature of Authorized Officer)	Betsy A. Marchand, CHAIRMAN BOARD OF SUPERVISORS
(Typed Name & Title of Authorized Officer)	ATTEST: LAURENCE P. PENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS BY Barbara Bolgue DEPUTY

(SEAL)

SX-52

April 25, 1975

Micro Fiched

DAVIS JOINT UNIFIED SCHOOL DISTRICT

MODIFIED SCHEDULE OF POSITIONS

	Allocation
Custodian - 12 months	$ 9,612.00
Receptionist - 12 months	8,928.00
Groundsman - 12 months	9,612.00
Groundsman - 9½ months	7,610.00
Total modification	$ 35,762.00
Origianl grant	37,764.00
Decrease, this modification	$ 2,002.00

AGREEMENT NO. 75- 123

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO MANPOWER AGENCY
MODIFICATION OF SUB-GRANT

FILED
MAY 2 3 1975
LAURENCE P. PERIGAN, Clerk
By Barbara A. Rodgers
Deputy

CETA TITLE VI

Micro Fiched

Sub-Grantee Name
UNIVERSITY OF CALIFORNIA AT DAVIS

Address

City
DAVIS, CALIFORNIA 95616

Phone:
752-6660

Program Director
MANPOWER COORDINATOR

Date of Modification
APRIL 25, 1975

The Sub-Grant between the parties, Yolo County Agreement No. 75-1 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   ~~increase~~ decrease of $ 2,104.00 .

2. The grant period from January 10, 1975 to February 10, 1976, remains unchanged.

3. The current schedule of position listings is modified by the reduction of the positions set forth in Modification to Schedule of Position Listings attached hereto marked Exhibit "A".

4. This modification is effective on the Date of Modification set forth above.

	County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency
(Legal Name of Sub-Grantee)	
X Allen G. Marr	
(Signature of Authorized Officer)	
Allen G. Marr, Dean Graduate Studies & Research	BETSY A. MARCHAND, CHAIRMAN
(Typed Name & Title of Authorized Officer)	BOARD OF SUPERVISORS
	ATTEST: LAURENCE P. PERIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS
	BY Barbara A. Rodgers DEPUTY

SY-52

(SEAL)

April 29, 1975

Micro Fiched

UNIVERSITY OF CALIFORNIA AT DAVIS

MODIFIED SCHEDULE OF POSITIONS

	Allocation
Clerk Typist - 12 months	$ 7,164.00
Clerk Typist - 12 months	7,164.00
Clerk Typist - 12 months	7,164.00
Clerk Typist - 12 months	7,164.00
Clerk Typist - 9½ months	5,672.00
Total modification	$ 34,328.00
Original grant	36,432.00
Decrease, this modification	$ 2,104.00

BK.

FILED
XEROX COPY

BARBARA A. RODGERS AGREEMENT NO. 75-124

(Mutual Rescission of Lease-Sale Agreement No. 74-186)

Micro Fiched

THIS AGREEMENT of mutual rescission of a contract for the lease and sale of a certain Olivetti Copia II machine, made September 3, 1974, between the COUNTY OF YOLO and GENERAL COPY SYSTEMS, INC.

W I T N E S S E T H:

The parties recite and declare that:

1. On September 3, 1974, at Woodland, California, GENERAL COPY SYSTEMS, INC., as Lessor and Seller and COUNTY OF YOLO, as Lessee and Buyer, entered into a contract, which contract is attached hereto and marked Exhibit "A";

2. GENERAL COPY SYSTEMS, INC. has entered an agreement attached hereto as Exhibit "B", whereby it agrees to sell and the FRIENDS OF THE CLARKSBURG LIBRARY, a non-profit corporation, agree to buy, and to place in the Clarksburg Library for the use and benefit of said Clarksburg Library patrons, said OLIVETTI Copia II photostat machine, which is the subject of the agreement attached hereto as Exhibit "A".

3. The parties to that agreement attached hereto as Exhibit "A", and to this agreement of mutual rescission desire to rescind said agreement.

NOW, THEREFORE, it is mutually agreed that:

For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties hereto, the parties covenant and agree as follows:

1. The said agreement contract for the sale and lease of said Olivetti Copia II machine (Exhibit "A") is hereby rescinded, said rescission to be effective as of the effective date of said agreement of sale and purchase (Exhibit "B"), and neither party shall have any further rights or duties thereunder;

2. GENERAL COPY SYSTEMS, INC. hereby covenants and agrees to execute said agreement attached hereto as Exhibit "B", under the terms and conditions therein recited.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 28th day of April, 1975. Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marshall
Chairman of the Board of Supervisors

GENERAL COPY SYSTEMS, INC.

BY
John J. Bradley, Vice-President

"EXHIBIT A"

YOLO COUNTY
AGREEMENT NO. 74-186

LEASE AGREEMENT

THIS AGREEMENT (hereinafter called "the Lease") entered into this 10th day of August, 19 74, by and between General Copy Systems, Inc. hereinafter called "Lessor" and Yolo County Libraries County of Yolo, State of California, hereinafter called "Lessee".

Micro Fiched

Witnesseth:

Lessor hereby leases to Lessee and Lessee hereby hires of and from Lessor, for a period of 59 months from and including the 10th day of August, 1974, to and including the 30th day of June, 19 79, (hereinafter called the "full term") the following described property (hereinafter called "the Property"):

NEW OR USED	MAKE TRADE NAME	DESCRIPTION OF EQUIPMENT	SERIAL NUMBER	MOTOR NUMBER
1	Olivetti	Copia 11		

Lessee shall pay Lessor as rental charges, an amount computed as follows:

1.	Cash price of the Property	$ 1,595.00
2.	Sales or Use Tax	$ 95.70
3.	Total (1 plus 2)	$ 1,690.70
4.	Rental paid herewith	$
5.	Net rental (3 minus 4)	$ 1,690.70
6.	Interest charges on net rental	$ 257.63
7.	Total unpaid rental charges (5 plus 6)	$ 1,948.33

Lessee agrees to pay the amount of total unpaid rental charges in instalments as follows:

PRINCIPAL	INTEREST	TOTAL	DUE DATE
338.14	80.11	418.25	6-30-75
338.14	71.01	409.15	6-30-76
338.14	53.26	391.40	6-30-77
338.14	35.50	373.64	6-30-78
338.14	17.75	355.89	6-30-79

Micro Filmed

a. If Lessee does not pay any amount due or to become due under the Lease or defaults in the performance of any of the terms and conditions hereof, all Lessee's rights hereunder are terminated and Lessor shall become entitled to possession of the Property and to retain all rentals. Any past due payment of rent shall bear interest at the rate of seven percent (7%) per annum.

b. Lessee agrees to use the Property only for the purposes for which it is designed. Lessee agrees to be responsible for, and pay all charges for, upkeep or storage of the Property and make, at its own expense, all repairs and supply and pay for all parts and accessories needed to maintain and operate the Property in proper condition and good running order. Upon termination of the Lease for any reason prior to expiration of its full term Lessee shall redeliver the Property to Lessor in as good condition as when delivered to Lessee, reasonable wear and tear excepted; but any damage or depreciation caused by accident, negligence, fire, the elements or other casualty, or by failure or neglect to make repairs as needed, is not excepted.

c. Lessee agrees to be liable for, and to pay and satisfy, every claim and liability arising against the property during the term of the Lease and assumes hereunder all taxes, charges, and penalties of the laws of California or any other jurisdiction in which the Property is, or may be operated, during the term of the Lease. Lessee agrees to defend, at Lessee's own expense, all actions brought against either or both of the parties hereto for damages to persons or property caused by the Property, or by Lessee's operation thereof, and to hold Lessor free and harmless of and from all claims and demands for damages to any person or property which may arise or be occasioned by or through the use of the Property during the term of the Lease. Upon request, Lessee shall obtain and keep in force insurance protecting Lessor against those claims and demands and against loss of or damage to the Property by fire or other hazard, in form, amount, and companies satisfactory to Lessor.

d. Lessor covenants that it is the sole owner of the Property and that no other person, party, firm or corporation has any right, title, or interest in or to the Property and that during the term of the Lease Lessor will not sell or encumber the Property, or any interest therein, except subject to Lessee's rights hereunder.

e. Upon written notice to Lessor, given not later than ninety (90) days prior to the end of any fiscal year of Lessee, Lessee may terminate the Lease as of the end of that fiscal year. Upon termination before the full term of the Lease, Lessee shall redeliver the Property to Lessor in the condition described in paragraph (b) hereof. If Lessee terminates the Lease under this paragraph (e) Lessor may retain all amounts previously paid by Lessee and may collect and retain any amounts due and unpaid on the date of such termination.

f. If Lessee complies with all Lessee's covenants under the Lease and the Lease has not been terminated for any reason before the full term thereof, then all the right, title, and interest of Lessor in and to the Property shall vest in, and the Property shall thereafter be owned by, Lessee. Lessor covenants that it will, upon demand thereafter, execute to Lessee a bill of sale of all Lessor's right, title, and interest in and to the Property as evidence of that transfer of title.

g. THIS AGREEMENT shall, in every respect, be binding on the parties hereto, and their respective successors and assigns.

h. Lessee acknowledges receipt of an exact copy of the Lease. IN WITNESS WHEREOF, the parties hereto have signed the Lease the day and year first above written.

General Copy Systems, Inc.
Lessor

By .....

Approved for Lessee

By CHARLES R. MARR
COUNTY COUNSEL
BY: CHIEF DEPUTY COUNTY COUNSEL
Title

Yolo County Libary

By W. E. Duncan
CHAIRMAN, BOARD OF SUPERVISORS

By COUNTY OF YOLO, STATE OF CALIFORNIA

By .....

By .....

ASSIGNMENT

For value received, the undersigned does hereby sell, assign, and transfer to the Bank of America, National Trust and Savings Association, hereinafter called "Bank", his, its or their right, title, and interest in and to the Lease, the Property therein described and all moneys to become due thereunder. In consideration of the purchase of the Lease, the undersigned agrees, if Lessee defaults in making any payment due under the Lease, at the time and in the manner therein specified, or if Lessee terminates before the full term or fails to make payments for the full term of the Lease, to pay on demand to Bank the rentals due and to become due under the Lease. By its acceptance of those sums from the undersigned, Bank agrees to reassign the Lease and any rights to the Property derived by virtue hereof or by virtue of the Lease. The undersigned hereby consents that Bank, or its successors or assigns, may without notice extend the time for payment under the Lease, waive the performance of such terms and conditions thereof as it, or they, may determine, and make any reasonable settlement thereunder, without affecting or limiting the undersigned's liability hereunder. The undersigned waives any rights set forth in Sections 2845, 2849 and 2850 of the Civil Code of California. The undersigned represents that the sales or use tax set forth in the Lease has been or will be paid by the undersigned to the appropriate authorities.

DATED AT ..... , 19 .....

.....
Lessor sign here

"EXHIBIT B"

General Copy Systems inc.

Micro Fiched

April 16, 1975

General Copy Systems, Inc. agrees to sell one Olivetti Co-11 A13378 to The Friends of the Clarksburg Library. There is a 90 day warranty period from date of installation.

cash price	$1,595.00
sales tax	95.70
total price	$1,690.70

General Copy Systems, Inc.

by John J Bradley

Friends of Clarksburg Library

by _____

2714 J STREET • SACRAMENTO, CALIFORNIA 95816 (916) 446-4631

RECEIVED
MAY 12 1975
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 75-125

COUNTY OF YOLO
MODIFICATION OF SUB-GRANT UNDER
EMERGENCY EMPLOYMENT ACT

FILED
MAY 12 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

Sub-Grantee Name	REGENTS OF THE UNIVERSITY OF CALIFORNIA . Micro Fiched
Address	UNIVERSITY OF CALIFORNIA AT DAVIS
City	DAVIS, CALIFORNIA Phone: 756-6660
Program Director	LARRY HOOVER
Date of Modification	April 22, 1975

74-134
74-212
75-17

The Sub-Grant between the parties, Yolo County Agreement No. _____ is hereby modified as follows:

1. Net amount of funds affected by this modification:

   ~~increase~~ decrease of $ 5,000.00 .

2. The grant period originally started on July 22, 1974 and is to end on June 30, 1975.

3. This modification is effective on the Date of Modification set forth above.

REGENTS OF THE UNIVERSITY OF CALIFORNIA
(Legal Name of Sub-Grantee)

Allen G. Marr
(Signature of Authorized Officer)

Allen G. Marr, Dean
Graduate Studies & Research
(Typed Name & Title of Authorized Officer)

COUNTY OF YOLO

Betsy A. Marchand
BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara A. Rodgers DEPUTY

(SEAL)

AGREEMENT NO. 75- 126

RECEIVED
JUN 2 3 1975
LAURENCE P. HENIGAN, Clerk
By

COUNTY OF YOLO
MODIFICATION OF SUB-GRANT UNDER
EMERGENCY EMPLOYMENT ACT

FILED
JUN 2 3 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

Micro Fiched

Sub-Grantee Name
CITY OF DAVIS

Address

City
DAVIS, CALIFORNIA

Phone:
756-3740

Program Director

Date of Modification
April 22, 1975

The Sub-Grant between the parties, Yolo County Agreement No. 74-133 75-16 is hereby modified as follows:

1. Net amount of funds affected by this modification:

   increase of $ 3,000.00 .

2. The grant period originally started on July 22, 1974 and is to end on June 30, 1975.

3. This modification is effective on the Date of Modification set forth above.

CITY OF DAVIS
(Legal Name of Sub-Grantee)

Joan G. Poulos
(Signature of Authorized Officer)

JOAN G. POULOS, MAYOR
(Typed Name & Title of Authorized Officer)

Howard L. Reese
HOWARD L. REESE, CITY CLERK

COUNTY OF YOLO

Betsy A. Marchand
BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara A. Rodgers DEPUTY

(SEAL)

YOLO COUNTY AGREEMENT NO. 75-127

FILED
SEP 22 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

SCHOOL CROSSING GUARD AGREEMENT

THIS AGREEMENT, made and entered into on March 26, 1975, by and between the DEPARTMENT OF CALIFORNIA HIGHWAY PATROL, State of California, hereinafter called "State" and the COUNTY OF YOLO hereinafter called "County."

Micro Fiched

WITNESSETH:

WHEREAS, the Board of Supervisors of the County of Yolo is desirous of providing adequate protection for school pupils who are required to cross heavily traveled streets, highways, and roadways in said County; and

WHEREAS, such protection could be afforded such school pupils by placing crossing guards at various locations in said County; and

WHEREAS, the State is willing and desirous of providing such crossing guards;

NOW, THEREFORE, the parties do hereby agree as follows:

1. The State shall provide the services of crossing guards and relief guards as necessary at each of the locations shown on School Crossing Guard Location List attached hereto and by this reference made a part hereof, during the hours when pupils are walking to and from nearby schools on school days during the school year ending not later than June 30, 1976. Salaries and wages shall be at rates usual for such services, as the State may determine.

2. As consideration for the satisfactory performance of the foregoing services, County agrees to reimburse State for salaries and wages, for the State's share of retirement contributions for such guards, applicable administration costs of the State Employees Retirement System, health and welfare benefits, OASDI contributions, and in addition shall pay an amount equal to 14.21 per cent of such reimbursable salaries and wages for general administrative expenses.

Micro Fiched

3. Not later than 30 days after the close of each month, State shall bill County for all sums due for that month and County shall promptly pay the same.

4. From time to time during the term hereof, County may by resolution of its Board of Supervisors and delivery of certified copy thereof to State, delete from said Location List one or more of said locations, whereupon State shall promptly remove such guard and the obligation of County to pay therefor shall cease thereafter; and in the same manner, County may add one or more locations to said list, whereupon the services there provided shall thereafter be subject to this agreement.

5. The term of this agreement shall be from July 1, 19 75, to June 30, 19 76, but this agreement shall be subject to termination by either party upon giving the other party thirty (30) days written notice prior to date of termination.

6. Notices and communications hereunder shall be given by each party to the other at their respective addresses as follows:

Dept. of California Highway Patrol
Accounting Section
P. O. Box 898
Sacramento, CA 95804

County of Yolo
Board of Supervisors
[illegible]
[illegible], CA 95695

Micro Fiched

7. County shall indemnify and save harmless State, its officers and employees, from all liability for damages caused by a negligent or wrongful act or omission occurring in the performance of their agreement.

DEPT. OF CALIFORNIA HIGHWAY PATROL

By George W. Schatz
George W. Schatz, Fiscal Officer

County of Yolo

By Betsy A. Marchand
(Title) CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST
LAURENCE P. HENIGAN, Clerk

By Barbara A Rodgers
Deputy

George W. Schatz

DESIGN | POLICY | BUDGET

Department of General Services
APPROVED
MAY 15 1975
BY
Ass't. Chief Counsel

Approved as to Form
Dated 4/30/75
County Counsel of Yolo County

The following locations are the areas that have the crossing guard service:

1. Westmore Oaks Elementary School - 16th and Park Boulevard (State Route 99), West Sacramento, CA.

Micro Fiched

2. Arlington Oaks School - Jefferson Boulevard and Devon Avenue, West Sacramento, CA.

3. Grafton Elementary School - State Highway 113 at 6th Street, Knights Landing, CA.

BK..

XEROX COPY

FILED

APR 28 1975

LAURENCE P. HENIGAN, Clerk

By [signature] Deputy

AGREEMENT NO. 75-128

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of April, 19 75, by and between

Micro Fiched

R. C. COLLET, INC.

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Putah Creek Fishing Access

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

(Revised 5/14/74)

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Putah Creek Fishing Access

(Plan Index No.) (W.O. # 1436)

Approved (date, by the Director of Public Works, which said set of plans is hereby made a part of this contract.

Micro Fiched

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within ten (10) working days after the date of this Contract and for its completion to be within Thirty (30) working days next after the the date of this Contract; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

Micro Fiched

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel)

COUNTY OF YOLO

Riley A. Marchand

Chairman of the Board of Supervisors

ATTEST:
Laurence P. Henigan, Clerk

By Barbara Rodgers
(Deputy)

R. C. COLLET, INC.

(Contractor)

(Revised 5/14/74)

Book

XEROX COPY

AGREEMENT NO. 75-129

FILED
APR 28 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AMENDMENT AND AGREEMENT

Micro Fiched

THIS AGREEMENT, made and entered into this 28th day of April, 1975, by and between the COUNTY OF YOLO, a political subdivision, hereinafter called "Lessor", and GETTY OIL COMPANY, a Delaware corporation, successor in interest by way of merger to Tidewater Associated Oil Company hereinafter called "Lessee",

W I T N E S S E T H:

THAT, WHEREAS, Lessor is the owner of the Lessor's estate and Lessee is the owner of the Lessee's estate, created by the following Oil and Gas Leases hereinafter called "said leases":

1. That certain Oil and Gas Lease dated August 7, 1963, by and between Albert J. Meyer, Francis J. Meyer and Bertha Anna Meyer, Lessor, and Tidewater Oil Company, Lessee, recorded September 10, 1963, in Book 727, Page 48, of the Official Records of Yolo County, California.

2. That certain Oil and Gas Lease dated August 7, 1963, by and between George D. Chiles and Kathryn T. Chiles, Lessor, and Tidewater Oil Company, Lessee, recorded October 7, 1963, in Book 730, Page 60, of the Official Records of Yolo County, California, and

WHEREAS, said leases have heretofore been amended and extended, and

WHEREAS, by Amendment and Agreement, hereinafter called "said Amendment", dated August 6, 1968, and recorded in Book 894, at Page 33, of the Official Records of Yolo County, California, Lessee's right to pool leased lands was restricted so that the leased lands could be pooled only with other lands owned by Lessor, and

Micro Fiched

WHEREAS, Getty Oil Company proposed to drill a well on lands shown on the plat attached hereto marked Exhibit "A" at an approximate location also shown on said Exhibit "A", and in connection with such well, desires to pool portions of the lands included in said leases, so as to form a gas unit.

NOW, THEREFORE, in consideration of the premises, it is agreed by and between Lessor and Lessee, (1) that despite anything to the contrary, contained in said Amendment, Lessee shall have the right to pool lands covered by said leases with lands owned by parties other than Lessor so as to form a unit for the production of gas, the lands so pooled to conform to the boundaries of the prospective unit shown on said Exhibit "A"; (2) it is further understood and agreed that such pooling may be done at the time or times specified in said leases, and that all of the terms and conditions in respect of pooling contained in said leases shall apply as to said unit.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first hereinabove written.

COUNTY OF YOLO

By Betsy A. Marchand

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

LESSOR

GETTY OIL COMPANY

By J. W. Wood Junior

DIVISION LANDMAN

LESSEE

STATE OF CALIFORNIA)
) ss.
COUNTY OF KERN)

On April 7, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. W. WOFFINGTON, known to me to be the Division Landman of Getty Oil Company, the Corporation that executed the within Instrument, and known to me to be the person who executed the within Instrument on behalf of the Corporation, therein named, and acknowledged to me that said Corporation executed the same. Pursuant to its by-laws or a resolution of its Board of Directors.

Micro Fiched

Witness my hand and official seal.

BETTY J. RENEAU
NOTARY PUBLIC - CALIFORNIA
BOND FILED IN
KERN COUNTY

Betty J. Reneau
Notary Public in and for said
County and State

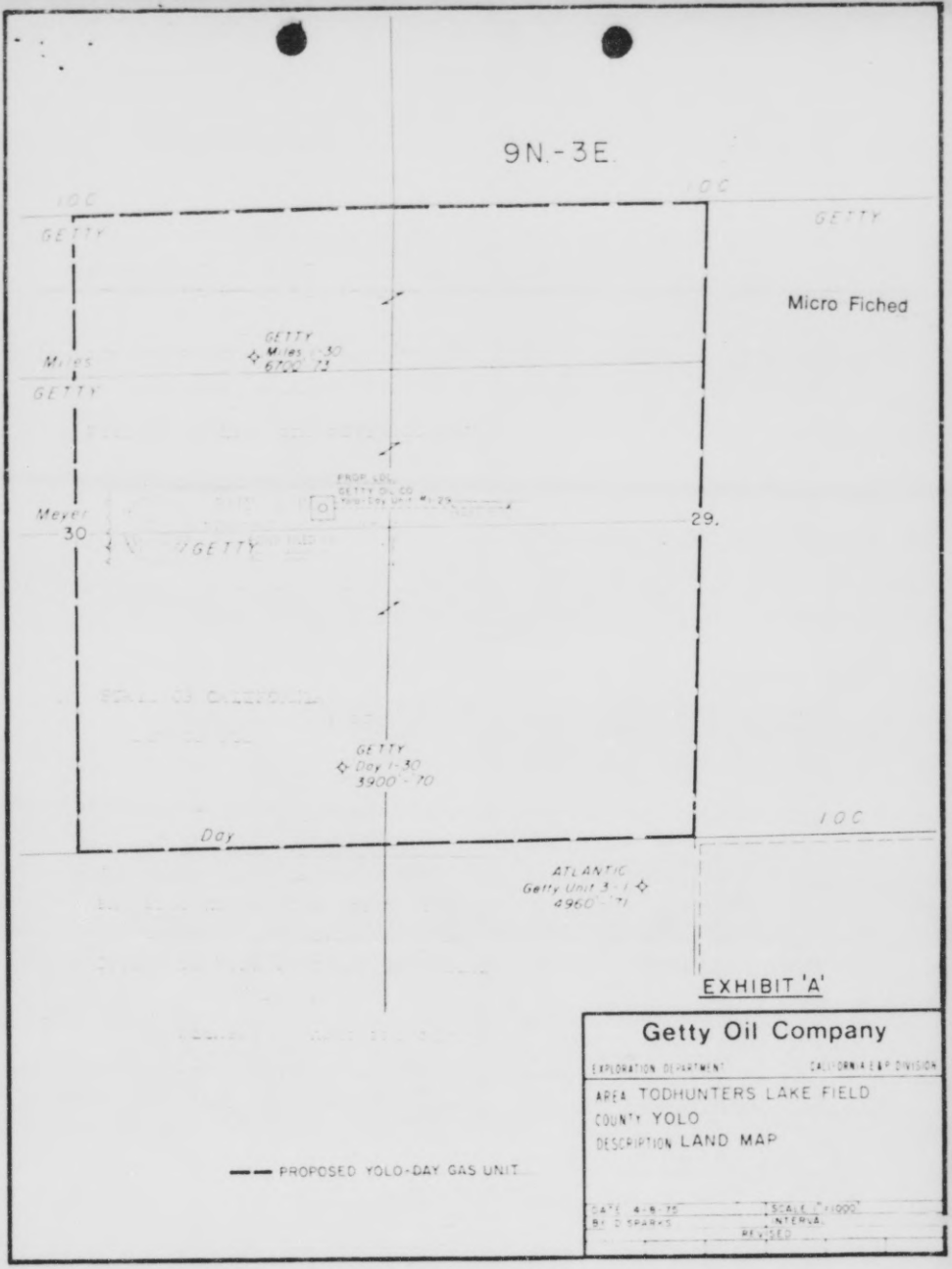
STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On April 28, 1975, before me, the undersigned, County Clerk of the County of Yolo, personally appeared BETSY A. MARCHAND, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a Minute Order of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY


9N.-3E.
GETTY
Micro Fiched
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30
29.
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Day
ATLANTIC
EXHIBIT 'A'
Getty Oil Company
EXPLORATION DEPARTMENT
CALIFORNIA E&P DIVISION
AREA TODHUNTERS LAKE FIELD
COUNTY YOLO
DESCRIPTION LAND MAP
PROPOSED YOLO-DAY GAS UNIT

FILED
MAY 9 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Bridges
Deputy

YOLO COUNTY AGREEMENT NO. 75-130

RECEIVED
MAY 1 9 1975
LAURENCE P. HENIGAN, Clerk
By _____
Deputy

FREEWAY MAINTENANCE AGREEMENT

Micro Fiched

THIS AGREEMENT, made and entered into, in triplicate, this 5th day of May, 19 75, by and between the State of California, acting by and through the Department of Transportation, hereinafter for convenience referred to as "the State," and the County of Yolo, hereinafter for convenience referred to as "the County" witnesseth:

WHEREAS, on January 3, 1972, a freeway agreement, and on March 18, 1974 a Supplemental freeway agreement were executed between the County and the State wherein the County agreed and consented to certain adjustments of the county road system required for the development of that portion of State Highway Route 113, within the limits of the County of Yolo, as a freeway, and

WHEREAS, said freeway has now been completed or is nearing completion, and the parties hereto mutually desire to clarify the division of maintenance responsibility as to separation structures, and county roads or portions thereof, and landscaped areas, within the freeway limits, and

WHEREAS, under Section 4 of the above freeway agreement, the County will resume control and maintenance over each of the relocated or reconstructed county roads except on those portions thereof adopted as a part of the freeway proper.

NOW THEREFORE, IT IS AGREED:

1. ROADWAY SECTIONS

The County will maintain at County expense, all portions of county roads and appurtenant structures and bordering areas,

within the designated areas on the attached maps marked EXHIBIT "A" and made a part hereof by this reference.

2. VEHICULAR OVERCROSSINGS

Micro Fiched

The State will maintain, at State expense, the entire structure below the deck surface except as hereinafter provided.. The County will maintain, at County expense, the deck and/or surfacing and shall perform such work as may be necessary to insure an impervious and/or otherwise suitable surface. The County will also maintain all portions of the structure above the bridge deck, except those screens referred to in Item 3 of this agreement, as above specified, including lighting installations, as well as all traffic service facilities that may be required for the benefit or control of county road traffic.

3. SCREENING ON OVERCROSSINGS

At locations determined by the Department, screening will be placed and maintained on State freeway overcrossings on which pedestrians are allowed (as directed by Sec. 926 of the Streets and Highways Code). All screens under this program will be constructed and maintained by the State (at State expense).

4. LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES

Landscaped areas within the limits reserved for freeway use, including traffic interchanges and on- and off-ramp areas but excluding frontage road areas, will be maintained by the State, at State expense. All plantings or other types of roadside development lying outside of the area reserved for freeway use will be maintained by the County at County expense.

5. RESPONSIBILITY

It is understood and agreed that neither the State nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under the Freeway Agreement and further clarified by this Freeway Maintenance Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, the County shall fully indemnify and hold the State harmless from any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under this Agreement.

Micro Fiched

It is understood and agreed that neither the County nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction not delegated to the County under the Freeway Agreement and this Freeway Maintenance Agreement. It is also understood and agreed, that pursuant to Government Code Section 895.4, the Department shall fully indemnify and hold the County harmless from any damage or liability occurring by reason of anything done or omitted to be done by the State under or in connection with any work, authority or jurisdiction not delegated to the County under the Freeway Agreement and this Freeway Maintenance Agreement.

6. EFFECTIVE DATE

This Agreement shall be effective upon the date of its execution by the State, it being understood and agreed, however, that the execution of this Agreement shall not affect any pre-existing obligations of the County to maintain designated areas pursuant to prior written notice from the State that work in such areas, which the County has agreed to maintain pursuant to the terms of the Freeway Agreement, has been completed.

Micro Fiched

COUNTY OF YOLO

By Betsey A. Marchand
Chairman, Board of Supervisors

ATTEST:
LAURENCE P. HENIGAN
Clerk of the Board of Supervisors
By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA
BUSINESS AND TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

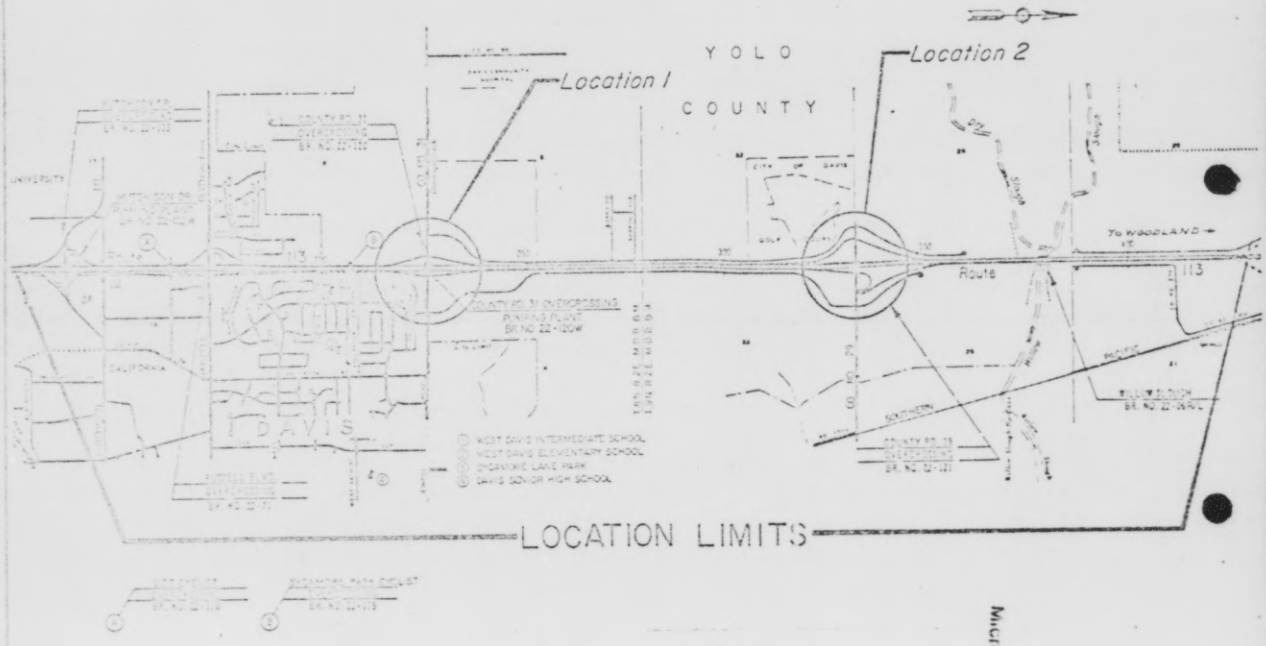
R. J. DATEL
CHIEF ENGINEER

By Sam Helwer
District Director of Transportation

Approved as to Form
Dated 5/7/85
County Counsel of Yolo County

DIST	CO	RTE	P.M. / P.M.	SHEET OF SHEETS	
03	YOL	113	R0.7 / S.9	1	2

EXHIBIT "A"



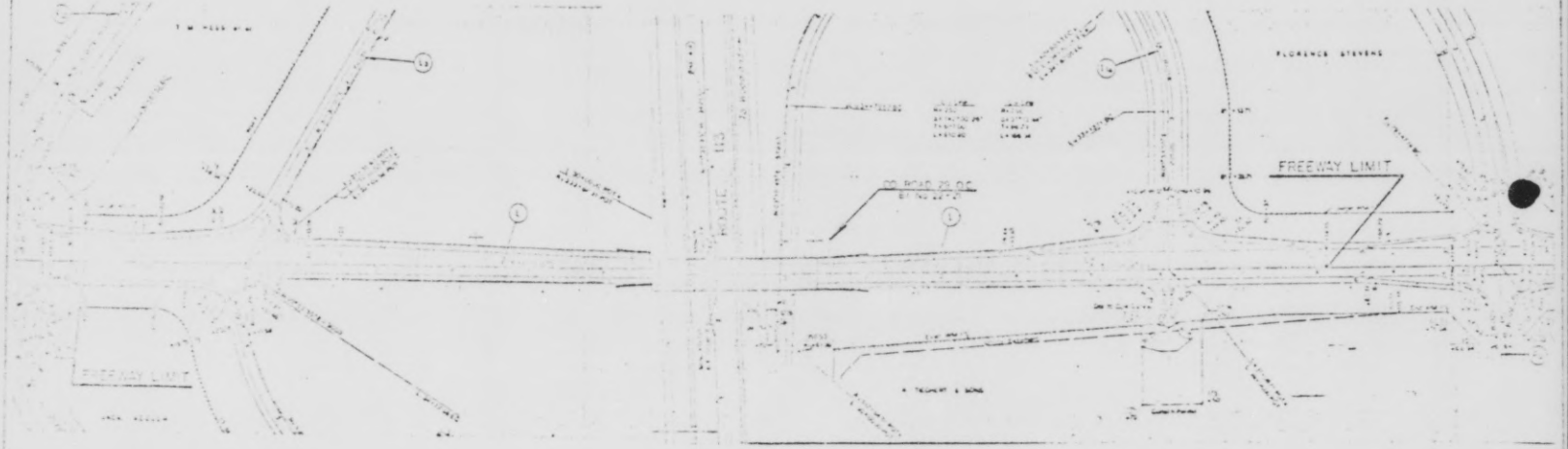
Scale: 3000'

Micro Fiched

VICINITY MAP
FREEWAY MAINTENANCE
AGREEMENT

[03 | YOL | 113 | R02/59 | 3 of 3]

EXHIBIT "A"



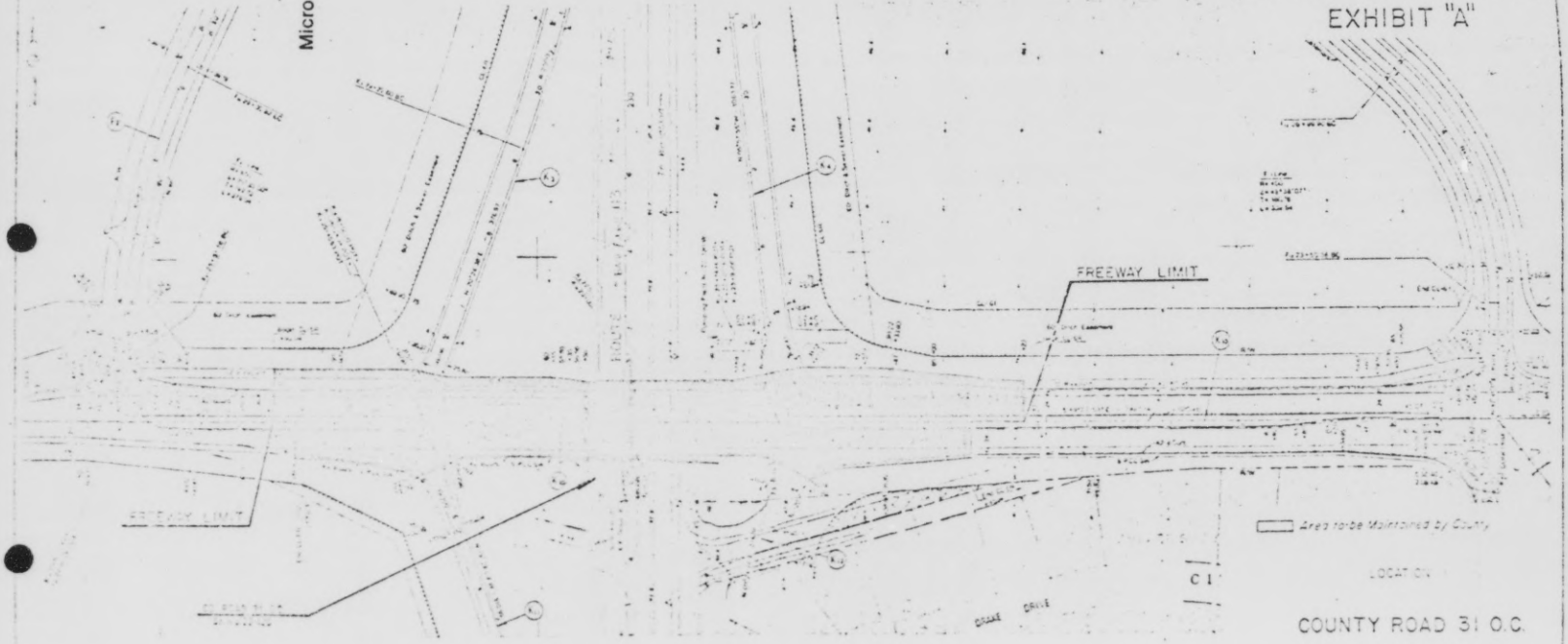
COUNTY ROAD 29 O.C.

FREEWAY MAINTENANCE AGREEMENT

Micro Fiched

Micro Fiched

EXHIBIT "A"



COUNTY ROAD 31 O.C.

FREEWAY MAINTENANCE AGREEMENT

BK

XEROX COPY

AGREEMENT NO. 75-131

FILED

MAY - 7 1975

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rogers Deputy

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May, 1975, by and between

Micro Fiched

J. D. Griggs Construction Company

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds. bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Remove and reconstruct Bridge No. 99-22.85 (Dry Slough) and Bridge No. 99-22.18 (Willow Slough) on County Road 99 four miles South of Woodland as shown on the plans and as directed. Contract prices as shown on Exhibit "A" are accepted as being a part of this agreement.

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Construction plans, County of Yolo, State of California Bridge No. 99-22.8 (Dry Slough), Bridge No. 99-22.18 (Willow Slough) on County Road No. 99.

(Plan Index No. 99.40) (W.O. # 4242)

Approved April 7, 1975 (date, by the Director of Public Works, which said set of plans is hereby made a part of this contract.

Micro Fiched

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within ten (10) working days after the date of this Contract and for its completion to be within Sixty (60) working days next after the the date of this Contract; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

Micro Fiched

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel)

COUNTY OF YOLO

Betty A. Marchand
Chairman of the Board of Supervisors

ATTEST:
Laurence P. Henigan, Clerk

By Barbara A. Rodgers
(Deputy)

I. D. GRIGGS CONSTRUCTION CO.

J. D. Griggs
(Contractor)

EXHIBIT "A"

PROPOSAL - Bridge No. 99-22.85 (Dry Slough)
Bridge No. 99-22.18 (Willow Slough)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
1.	Clearing and Grubbing	Lump Sum	5,000.00	5,000.00
2.	Removal of Existing Bridges	Lump Sum	16,000.00	16,000.00
3.	Willow Slough Channel realignment	Lump Sum	4,000.00	4,000.00
4.	Roadway Excavation	3690 C.Y.	4.00	14,760.00
5.	Aggregate Base (Class 2)	2567 T	4.50	11,551.50
6.	Aggregate (Type B Asphalt Concrete)	775 T	10.00	7,750.00
7.	Paving Asphalt (AR 4000)	50 T	100.00	5,000.00
8.	Furnish Concrete Piles (CL 45-1)	1,778 L.F.	---	Delete
9.	Driving Concrete Piles	42 Ea.	---	Delete
10.	Class "A" Concrete	(433 CY) Lump Sum	69,280.00	69,280.00
11.	Bar Reinforcing Steel	(76,300 #) Lump Sum	19,075.00	19,075.00
12.	Metal Beam Bridge Railing	(693 LF) Lump Sum	10,395.00	10,395.00
13.	18" C.M.P. (0.109" Thick) Bituminous Coated	72. L.F.	20.00	1,440.00
	Total.....			Delete
	Alternate (Replaces Items 8 and 9 Above)			
14.	16" Cast-In-Drilled-Hole Concrete Piles	42 Ea.	410.00	17,220.00
	Total... (Including Item 14 But Deleting Items 8 & 9 above)			181,471.50

J. D. Griggs Construction Co.

Micro Fiched

FILED
JUL 10 1975
LAURENCE P. HENGAM, Clerk
By..... Deputy

YOLO COUNTY AGREEMENT NO. 75-132

JOINT POWERS AGREEMENT

This agreement, made and entered into this 5th day of May, 1975, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, and the COUNTY OF YOLO, a political subdivision of the State of California;

W I T N E S S E T H:

Micro Fiched

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California authorizes public agencies to contract with each other to jointly exercise a power common to the contracting parties; and

WHEREAS, the contracting parties jointly maintain the following described river crossing facility:

(1) Freeport Bridge, crossing the Sacramento River

and

WHEREAS, a joint powers agreement was entered into by the COUNTY OF SACRAMENTO and the COUNTY OF YOLO for joint maintenance of said bridge on the 18th day of February, 1963; and

WHEREAS, the contracting parties desire to provide for the reconstruction of the fender system of said river crossing and to provide for a method of sharing the cost of said reconstruction;

NOW, THEREFORE, IT IS MUTUALLY AGREED between the parties hereto as follows:

1. Sacramento County is authorized and will prepare all plans and specifications for the fender reconstruction, acquire all necessary permits, and submit all necessary data to the State of California, Department of Transportation, for the award of the contract under the Federal Aid Secondary Program; and will provide inspection of all of the work to insure compliance with the requirements of the contract therefor. Provided, however, that Yolo County must first approve said plans and specifications before they are submitted to the State of California for approval

and prior to Sacramento County awarding a contract therefor.

2. Said construction shall consist of reconstructing the existing fender system including new pilings, whalers, lighting and all miscellaneous appurtenances thereto.

Micro Fiched

3. Yolo County shall reimburse and pay to Sacramento County 50% of all monies expended by Sacramento County for the reconstruction of the fender system at the Freeport Bridge, including but not limited to, payments made to the contractor by Sacramento County for work under the terms of the contract, and approved change orders; monies expended for the required engineering services including inspection, surveys, & design; Sacramento County's contributions to the County Employee's Retirement System and other County paid benefits of those employees of Sacramento County who may be required to perform services in connection with the work provided for in this Agreement.

4. Yolo County shall pay its share of the costs of said work within thirty (30) days of receiving notice by Sacramento County of completion and acceptance of the work by Sacramento County and receipt of a detailed cost breakdown for said work performed; provided, however, that such payment will not be required prior to July 1, 1976.

IN WITNESS WHEREOF, the County of Sacramento and the County of Yolo have caused this Agreement to be executed by the Chairpersons of the respective Boards of Supervisors for said County, attested by the respective Clerks of the said Boards on the day and year first above written.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By Sandra R. Smoley
Chairperson of the Board of Supervisors of Sacramento County, State of California

75-673

ATTEST:

Clerk of the Board of Supervisors

Micro Fiched

APPROVED AS TO FORM:

John B. Heinrich, County Counsel

COUNTY OF YOLO,
a political subdivision

Chairperson of the Board of
Supervisors, of Yolo, County,
State of California

ATTEST:

LAURENCE P. HENIGAN
Clerk of the Board of Supervisors

By

APPROVED AS TO FORM:

County Counsel

JBH:kl-2

RESOLUTION NO. 75-673

BE IT RESOLVED AND ORDERED that the Chairperson of the Board of Supervisors be and she is hereby authorized and directed to execute a JOINT POWERS AGREEMENT, in the form hereto attached, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with the COUNTY OF YOLO relating to the reconstruction of the fender system of the Freeport Bridge crossing on the Sacramento River,

and to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Supervisor Kloss, seconded by Supervisor Sheedy, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 30th day of June, 19 75, by the following vote, to wit:

AYES: Supervisors, Kloss, Melarkey, Sheedy, Wade, Smoley.

NOES: Supervisors, None

ABSENT: Supervisors, None

FILED
JUN 30 1975
BOARD OF SUPERVISORS
By [illegible]
CLERK OF THE BOARD

In accordance with Section 25103 of the Government Code of the State of California, a copy of this document has been delivered to the Chairman of the Board of Supervisors, County of Sacramento, on

JUN 30 1975

[illegible]
Deputy Clerk, Board of Supervisors

The foregoing is a correct copy of a resolution adopted by the Board of Supervisors, Sacramento County, California on JUN 30 1975

Dated JUL 8 1975

Clerk of said Board of Supervisors

By Paula Hirsch
Deputy

Sandra R. Smoley
Chairperson of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: [illegible]
Chief Deputy Clerk of the
Board of Supervisors

BK.

XEROX COPY

FILED
MAY - 5 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Barbosa
Deputy

(18)

Agreement No. 75-133

Woodland, California

May 5, 1975

GARY JOE HALL and NANCY W. HALL, his wife, as joint tenants
Grantors

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Micro Fiched

Document No. 75-12 in the form of an Easement Deed covering the following described property:

A Parcel of land being a portion of Sections 13 and 14, Townhip 8 North, Range 1 East, M.D.B.&M., Yolo County, California, also being a portion of that certain real property designated as "North 20.066 acres" on the Record of Survey filed May 22, 1961 in Book 8 of Maps and Surveys at Page 120, Yolo County Records, said parcel being more fully described as follows:

COMMENCING at the Northeast corner of said "North 20.066 acres"; thence South 48°06'00" West 37.31 feet along the Southeasterly line of said"North 20.066 acres" to the Southerly right of way line of County Road Number 32, THE TRUE POINT OF BEGINNING; THENCE Westerly along said right of way line the following two courses: 1) North 89°50'00" West 448.77 feet, 2) North 89°45'00" West 21.08 feet to the West line of said "North 20.066 acres"; thence South 00°01'16" East 25.00 feet along said West line; thence along a line parallel with and 25.00 feet Southerly of the Southerly right of way line of County Road Number 32 the following two courses: 1) South 89°45'00" East 20.98 feet, 2) South 89°50'00" East 248.79 feet; thence South 00°10'00" West 10.00 feet; thence South 89°50'00" East 161.22 feet along a line parallel with and 35.00 feet Southerly of the Southerly right of way line of County Road Number 32 to the Southeasterly line of said "North 20.066 acres"; thence North 48°06'00" East 52.24 feet along said Southeasterly line to the true point of beginning.

Containing 0.300 acres.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement.

The performance of this agreement constitutes the entire

consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

Micro Fiched

II. The County shall:

A. Pay the undersigned grantors the sum of $100.00 for the property as conveyed by Easement Deed No. 75-12 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 69291 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

C. During construction of this project (known as County Road 32 Bicycle Path, Work Order No. 5237) and prior to completion, the County will:

1. Install standard "Type WM, Metal Posts" property fence along the Southerly line of the hereinabove described property, but located on Grantor's property, between Engineer's Stations 149+90 and 154+20. Above mentioned fence is to be installed with a 16 foot wide gate at Engineer's Station 153+40.

2. Construct a 12 foot wide gravel driveway apron with the necessary roadside culvert (15" Min. I.D.) left of Engineer's Station 153+40.

III. It is mutually understood and agreed that upon completion of the above mentioned driveway, it shall be considered as an encroachment under permit upon the County Road and is to be maintained, repaired, and operated as such by Grantor in accord-

ance with and subject to the laws of the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

Micro Fiched

IV. Grantor hereby agrees to permit County or its Contractor to enter upon the lands of the Grantor as may be necessary to accomplish the work as described in C above.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Gary Joe Hall

Margie Hall

(Grantors)

Witness John M. Robertson

Dated: April 22 1975

RECOMMENDED FOR APPROVAL

By Lloyd Hobbs

COUNTY OF YOLO

Betsy A. Marchand

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to Form

Dated 5/6/75

INDIVIDUAL ACKNOWLEDGMENT

State of California
County of Sacramento } S.S.

On this 22nd day of April 19 75, before me,

Charles L. McGill (SEAL), a Notary Public in and for said Sacramento County,

personally appeared *GARY JOE HALL*

known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal.

Charles L. McGill

Notary Public in and for said Sacramento County and State

My commission expires March 18 19 79.

OFFICIAL SEAL
CHARLES L. MC GILL
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My comm. expires MAR 18, 1979

BK..

FILED
MAY - 5 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodrigues
Deputy

AGREEMENT NO. 75-134

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May, 19 75, by and between

Micro Fiched

JACK G. HAYES

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Yolo Jail Padded Cells, 814 North Street, Woodland, California

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Yolo Jail Padded Cells

Micro Fiched

(Plan Index No.) (W.O. # 9118)

Approved 3-12-75 (date, by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within ten (10) working days after the date of this Contract and for its completion to be within thirty (30) working days next after the the date of this Contract; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

Micro Fiched

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel)

COUNTY OF YOLO

Betsy A. Marchand
Chairman of the Board of Supervisors

ATTEST:
Laurence P. Henigan, Clerk

By Barbara Rodgers
(Deputy)

Jack L Hayes
(Contractor)

(Revised 5/14/74)

Form CD-15
(Rev. Oct. 1974)

Calif. 1-

Yolo County Agreement No. 75-135

FIELD AGREEMENT
Between
DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
and
California Department of Food and Agriculture
California Department of Health
Cooperating With

YOLO COUNTY

RECEIVED
MAY 15 1975
LAURENCE P. HENIGAN, Clerk
By..... Deputy

FILED
MAY 15 1975
LAURENCE P. HENIGAN, Clerk
Deputy

Micro Fiched

In accordance with the terms of a cooperative project agreement between the Department of the Interior, U. S. Fish and Wildlife Service, the California Department of Food and Agriculture and the California Department of Health, approved May 28, 1958, copies of which are on file at Room E2717, Federal Building, 2800 Cottage Way, Sacramento, California, 95825, this field agreement is made to augment the animal damage control program in YOLO County, hereinafter known as the cooperator.

IT IS THEREFORE MUTUALLY AGREED THAT:

1. The work contemplated herein is primarily for the purpose of protecting domestic livestock, poultry, and suppression of rabies, both for protection of domestic animals and human health.

2. The animal damage control program conducted under the terms of this agreement shall be under the general supervision of the U. S. Fish and Wildlife Service, the California Department of Food and Agriculture and the California Department of Health, these three agencies acting as a unit in accordance with the terms of the cooperative agreement above referred to. The local representative of the U. S. Fish and Wildlife Service will consult frequently with the cooperator relative to the extent of Service participation, the determination of salaries and expenses of cooperative employees, and plans and procedures necessary to best serve the interests of the parties hereto. Direct supervision of the field operations shall be vested in the U. S. Fish and Wildlife Service.

3. The County of YOLO will provide $23,688.00 for payment of salaries and authorized travel costs of personnel employed in this program during the period July 1, 1975 to June 30, 1976. The Service and State Departments of Food and Agriculture and Health may contribute certain sums for supplies and equipment and payment of hunters' salaries and costs.

4. The State Supervisor of the Service or his designated assistant will certify as to correctness, all claims to be paid by any party to this agreement and shall perform such other administrative functions as are agreed upon from time to time; provided that no funds of the cooperator will be collected or disbursed by any employee working under the terms of this agreement, or transferred to any such employee except in payment for salaries and expenses in accordance with the plans and procedures formulated and agreed to under Paragraph 1 above.

XEROX COPY

5. The employees selected and appointed hereunder, and serving in YOLO County, shall be deemed to be the employees of said County and shall be covered by its Workmen's Compensation and other insurance and included in Retirement Benefits; but the actual supervision, direction and control of said employees is delegated to the Federal and State agencies aforesaid.

Micro Fiched

6. This agreement and any continuation hereof shall be contingent upon the availability of funds. It is understood and agreed that any monies allocated for the purposes of this agreement shall be expended in accordance with its terms and in the manner prescribed by the fiscal regulations and/or administrative policies of the agency making the funds available.

7. This agreement may be terminated by any party upon thirty (30) days written notice, and by mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this agreement on the dates shown opposite their respective signatures.

MAY - 5 1975
(Date)

Betsy A. Marchand
Chairman, Board of Supervisors
of Yolo County

5-12-75
(Date)

Malcolm M. Aikman
State Supervisor, U. S. Fish and Wildlife Service

Approved as to Form
Dated
County Counsel
of Yolo County

SUPPLEMENT INFORMATION ON
FIELD AGREEMENT
Between
UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Sport Fisheries and Wildlife
And
California State Department of Agriculture
Cooperation With

YOLO COUNTY

Micro Fiched

The amount of $ 23,688.00 as shown on the agreement is to be disbursed as follows:

	Hunter	Salary	Travel	Other Expenses
1.	Richard L. Kimes	$9,444.00	$1,800.00	$600.00
2.	Riley J. O'Bryant	$9.444.00	$1,800.00	$600.00
3.				
4.				
	Total	$18,888.00	$3,600.00	$1,200.00

Herbert W. Chandler
(Signature)
Herbert W. Chandler
Agriculture Commissioner

4-4-75
(Date)

* If Hunter (s) is to receive a salary increase during the effective period of this agreement, please show both rates and the effective dates.

FILED
JUN - 9 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 75-136

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of May, 19 75, by and between Micro Fiched Smith Electric Supply

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Traffic Signals and Highway Lighting, Merkley Avenue and Westacres Road in West Sacramento (W.O. 4245)

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

(Revised 5/14/74)

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

"Construction Plans, County of Yolo, State of California, Traffic Signals and Highway Lighting, Merkley Avenue and Westacres Road in West Sacramento."
(Plan Index No.204.135-204.137 (W.O. # 4245)

Approved April 14, 1975 (date, by the Director of Public Works, which said set of plans is hereby made a part of this contract.

Micro Fiche

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for commencement of said work to be as specified in Section 40 of the Special Provisions and for its completion to be as specified in Section 40 of the Special Provisions and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

Micro Fiched

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

Robert Oldfather
Deputy (County Counsel)

COUNTY OF YOLO

Betsy A. Marchand
Chairman of the Board of Supervisors
6-9-75

ATTEST:
Laurence P. Henigan, Clerk

By Barbara Rodgers
(Deputy)

SMITH ELECTRIC SUPPLY

Harold Smith
(Contractor) PRESIDENT

Book

FILED

MAY 12 1975

LAURENCE P. HENIGAN, Clerk

By Viola C. Lucas Deputy

AGREEMENT NO. 75-137

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of May, 19 75, by and between

Micro Fiched

R. C. Collet, Inc.

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

County Road 32 (Russell Boulevard) Bikepath from Lake Boulevard to County Road 95 A (W.O. 5237)

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

(Revised 5/14/74)

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

County Road No. 32 (Russell Boulevard) Bikepath from

Lake Boulevard to County Road 95 A

(Plan Index No. 32.19-32.32 (W.O. # 5237)

Approved March 17, 1975 (date, by the Director of Public Works, which said set of plans is hereby made a part of this contract.

Micro Fiche

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within ten (10) working days after the date of this Contract and for its completion to be within sixty (60) working days next after the the date of this Contract; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

Micro Fiched

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel)

COUNTY OF YOLO

Bobby A. Marchand
Chairman of the Board of Supervisors

ATTEST:
Laurence P. Henigan, Clerk

By Rose E. Spencer
(Deputy)

R. C. COLLET, INC.

R C Collet Pres
(Contractor)

(Revised 5/16/74)

FILED

MAY 12 1975

LAURENCE E. HERIGAN, Clerk

By Rita E. Lucas, Deputy

AGREEMENT NO. 75-138

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of May, 19 75, by and between

Micro Fiched

DAIZELL CORPORATION

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

the replacement of the existing chiller located at the HEALTH AND WELFARE BUILDING,

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

(Revised 5/14/74)

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

CHILLER REPLACEMENT, YOLO COUNTY, HEALTH AND WELFARE BUILDING

(Plan Index No.) (W.O. # 9117)

Approved (date, by the Director of Public Works, which said set of plans is hereby made a part of this contract.

Micro Fiched

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within ten (10) working days after the date of this Contract and for its completion to be within sixty (60) working days next after the the date of this Contract; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

Micro Fiched

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel)

COUNTY OF YOLO

Betsy A. Marchand

Chairman of the Board of Supervisors

ATTEST:
Laurence P. Henigan, Clerk

By Pete E. Lucas
(Deputy)

DALZELL CORPORATION

Wayne D. Dalzell

(Contractor)

Wayne D. Dalzell Sec./Treas.

(Revised 5/14/74)

AGREEMENT NO. 75-139

FILED
MAY 2 9 1975
LAURENCE P. HANCAMP, Clerk
By Peter E. Lucas, Deputy

ELECTION SERVICE AGREEMENT

1. This Agreement is entered into between CUBIC INDUSTRIAL CORPORATION, 4285 Ponderosa Avenue, San Diego, California 92138, hereinafter known as "C. I. C." and YOLO COUNTY hereinafter known as the "Customer", to provide election support services, and the furnishing of necessary replacement parts on Cubic Vote Counters and Cubic Buffers, owned or leased by the Customer for the fees and for the coming year shown below:

Micro Fiched

Description	Serial Numbers	Qty.	Fee/Unit/ Contract Yr.	Total Fee/ Contract Yr.
Vote Counters Model No. 23P	14, 27, 28, 31 43, 49, 56, 63, 78, 89	10	$1,050.00	$10,500.00
Buffers Model No. CM-11	30	1	1,050.00	1,050.00

2. Fees will be due at the end of each successive 4 month periods from the effective date herein. Invoices will be submitted by C. I. C. under the following schedule:

October 31, 1975
February 28, 1976
June 30, 1976

The amounts due shall be paid by the Customer promptly upon receipt of such invoices and certification by the Customer authorized personnel that all obligations covered by the invoices have been performed in a satisfactory manner in accordance with the terms of the Agreement.

3. This Agreement is effective as of July 1, 1975 through and including the contract year ending June 30, 1976. This Agreement supersedes and cancels any other election service agreement between C. I. C. and the Customer in effect prior to the effective date of this Agreement regarding the equipment listed above.

4. This Agreement is to be performed in the manner and under the terms and conditions set forth below:

A. Election Support:

(1) Election support services by C. I. C., or their duly authorized representatives, shall consist of providing:

(a) Assistance in ballot printing.
(b) One time support and assistance to obtain proper operation of data processing including aid in programming, during the initial election at which the equipment is used.
(c) Miscellaneous pre-election preparation.

Micro Fiched

(2) The Customer will notify C. I. C. at least 45 days in advance, in writing, that this equipment will be used in forthcoming election.

(3) The equipment shall be emplaced and connected to adequate electrical power on site within a reasonable time before the scheduled date of election, as mutually agreed between the parties, to allow C. I. C. or its authorized representatives, to adjust, check out, and complete any necessary connections to the equipment. Such reasonable time shall in no event be less than five working days from the scheduled date of elections.

(4) C. I. C., or its authorized representatives, shall have the necessary service personnel on site prior to, during and until the completion of any election in which the equipment is used to provide election support and maintenance service during the equipment operating period.

(5) This Agreement does not provide for preventative maintenance, follow-on data processing support or additional data processing services due to customer initiated changes of computer or changes in programming.

B. Replacement Parts:

(1) This Agreement includes replacement of standard parts (excluding rotating electrical assemblies, drive motors, fans, and memory drums on customer-owned equipment) necessary to place said equipment in good condition and labor necessary to make such replacement of parts.

(2) Labor, parts and expense necessary to repair damage caused by accident, civil disturbance, riot, fire, water, Acts of God, or forces of nature or unwarranted abuse, or necessary for major repairs, periodic preventative maintenance or overhauling or altering equipment are not included in this Agreement. When such service is required, an estimate of charges will be submitted for approval before work is started.

(3) This Agreement does not include the incorporation of new attachments, or providing of operating supplies by C. I. C. Any new attachment added to a machine during the period of this Agreement shall be incorporated by written amendment to this Agreement, after mutual agreement regarding adjustments to the Election Service Fee (if any) necessitated by such addition.

Micro Fiched

C. Other Terms:

(1) In the event the Customer elects to purchase either the leased equipment under this Agreement, or any additional equipment from C. I. C., C. I. C. agrees to provide for the service of those machines, including the Buffers, as is provided hereinabove, upon being requested so to do by the Customer. Such changes or additions shall be incorporated by written amendment to this Agreement.

(2) C. I. C. hereby agrees to defend, at C. I. C.'s expense, or to provide for the defense of the Customer in any litigation instituted against the customer which is based upon a claim of infringement of any United States Letters Patent arising out of the use of the equipment covered by this Agreement, whether such litigation be based upon a claim for damages, or injunction, or both. C. I. C. further agrees to assume and hold the Customer harmless from any monetary damages, if such should be awarded, against the Customer in any such litigation.

(3) To the extent that the listed equipment covered by this Election Service Agreement is returned (if leased), lost destroyed or damaged beyond repair during the term hereof, this Service Agreement shall, as to each such piece of equipment, also to that extent thereupon terminate, and any outstanding balances under the terms of this Agreement, as between the parties hereto, shall be adjusted, and paid or repaid as the case may be, to the date of such termination.

(4) This Agreement shall be binding upon its being duly executed by both of the parties hereto.

DATED: March 12, 1975

CUBIC INDUSTRIAL CORPORATION

By C. B. A. Stetson
C. B. A. Stetson

Title Manager of Contracts

By William Bruner
William Bruner

Title Secretary

(SEAL)

DATED: May 19, 1975

COUNTY OF YOLO

By Bixby A. Marchand Chairman
Board of Supervisors, County of Yolo

ATTEST:
LAURENCE P. HENIGAN, County Clerk
Ex-Officio Clerk of the Board of Supervisors

~~XXXX~~ by Pat E. Lucas
Deputy

By

(SEAL)

FILED
MAY 19 1975
LAURENCE P. HORTON, Clerk
By Gale E. Lucas
Deputy

AGREEMENT NO. 75- 140

(Occupational Therapy and Recreational Activities Agreement)

THIS AGREEMENT made and entered into this 19th day of May, 1975, at Woodland, California, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and LEE OSTBERG, Registered Occupational Therapist, hereinafter called THERAPIST,

Micro Fiched

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, THERAPIST agrees to perform the following services on part time basis as required:

A. To provide occupational therapy services under the direction of the Medical Staff for the occupational rehabilitation of patients at Yolo General Hospital.

B. To prepare occupational therapy plans on each patient.

C. To maintain a written record of the therapy provided to and progress attained by each patient.

D. In the discharge of all duties and responsibilities listed above, THERAPIST shall perform services at times to be determined by agreement between THERAPIST and Hospital Administrator.

2. In consideration of the covenants of THERAPIST herein, COUNTY agrees to pay THERAPIST at the rate of SEVEN and 50/100 ($7.50) DOLLARS per hour.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. In the performance of the work, duties and obligations devolving upon her under this agreement, THERAPIST is at all times acting and performing as an independent contractor practicing her profession of occupational therapy. COUNTY shall not have nor exercise any control or direction over the methods by which THERAPIST shall

perform her work and functions except that THERAPIST by this agreement agrees to perform her work and functions at all times in strict accordance with the currently approved methods and practices in her profession and under the direction of the medical staff, and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

Micro Fiched

B. This agreement shall commence on July 1, 1975, and shall be terminated on June 30, 1976, unless sooner terminated by either party upon thirty (30) days' written notice, or upon THERAPIST's failure to maintain active registration status with the American Occupational Therapy Association, Inc.

C. No alterations or variations in the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof unless so made shall be binding upon the parties.

D. This agreement supersedes all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Betsy C. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

BY Jean E. Lucas
DEPUTY

(SEAL)

Lee Ostberg
LEE OSTBERG - THERAPIST

FILED

JUN - 9 1975

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers Deputy

AGREEMENT NO. 75-141

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of May, 19 75, by and between

TNT EARTHMOVING EQUIPMENT

Micro Fiched

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

CACHE CREEK REGIONAL PARK:

Phase I Construction

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

(Revised 5/14/74)

The work to be done is shown upon a set of plans entitled County of Yolo Department of Public Works,

CACHE CREEK REGIONAL PARK

Phase I Construction

(Plan Index No.) (W.O. # 9115)

Approved (date, by the Director of Public Works, which said set of plans is hereby made a part of this contract.

Micro Fiched

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within ten (10) working days after the date of this Contract and for its completion to be within Thirty (30) working days next after the the date of this Contract; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

(Revised 5/14/74)

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

Micro Fiched

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

Deputy (County Counsel)

COUNTY OF YOLO

Betsey C. Marchand
Chairman of the Board of Supervisors

6-9-75

ATTEST:
Laurence P. Henigan, Clerk

By Barbara Rodgers
(Deputy)

(Contractor)

(Revised 5/14/74)

LOCAL AGENCY Yolo County
DATE April 21, 1975
SUPPLEMENT NO. 2
TO LOCAL AGENCY - STATE
AGREEMENT NO. 1

PROGRAM (Yolo County / Agreement No. 75-142)

of

LOCAL AGENCY FEDERAL AID SAFETY IMPROVEMENT PROJECTS

Micro Fiched

in the

FILED

MAY 19 1975

LAURENCE P. HENIGAN, Clerk

By _____ Deputy

Yolo County
Local Agency

Pursuant to the Federal Highway Safety Act, the attached "Program" of Federal Aid Projects marked "Exhibit B" is hereby incorporated in that Master Agreement for the Federal-Aid Program which was entered into between the above named LOCAL AGENCY and the STATE on March 24, 1975, and is subject to all of the terms and conditions thereof.

The subject program is adopted in accordance with Paragraph 2 of Article II of the aforementioned agreement under authority of ~~City~~/County Resolution No. 75-64 approved by the ~~City Council~~/Board of Supervisors on May 19, 1975 (see copy attached).

Yolo County
Local Agency

By Betty A. Marchand
Chairman, Board of Supervisors
County of Yolo, State of California.

Attest: LAURENCE P. HENIGAN,
Clerk

By _____ Deputy

Approved for State

HEINZ HECKEROTH
Assistant Director, Highways

By _____
Chief, Office of Local Assistance

Department of Transportation

HD:jm
Form DH-OLA-431 (1-75)

PROGRAM

of

LOCAL AGENCY FEDERAL AID SAFETY IMPROVEMENT PROJECTS

EXHIBIT B

DATE: April 21, 1975 PROGRAM SUPPLEMENT NO.: 2 LOCAL AGENCY: Yolo County

Project No.	Location & Description	Total Cost	Federal Funds	Matching Funds*
SRS 000S (48)	Install automatic gates at RR grade crossing No. AE-103.0 on County Road 6 in Yolo County.	Grade Crossing No. AE-103.0 $44,000	$ 39,600	$ 4,400

*Local Agency Funds unless otherwise specified

Special Covenants or Remarks: 1. All maintenance, involving the physical condition and the operation of the improvements, referred to in Article VI MAINTENANCE of the aforementioned Master Agreement will be performed by Southern Pacific Transportation Company at regular intervals, as required for efficient operation of the completed improvements, and in a manner satisfactory to the authorized representatives of The United States.

The cost of maintenance of the crossing protection shall be as allocated by Public Utilities Commission.

Form DH-OLA-432 (1-75)
HD:jm

Micro Fiche

Agreement No. 75-143

Woodland, California

May 19, 1975, 1975

FILED

MAY 19 1975

LAURENCE P. HENIGAN, Clerk

By ..... Deputy

JAMES ALLEN BORCHARD

GRANTOR

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Micro Fiched

Document No. 75-13 in the form of a Grant Deed, covering the following described property:

A 17.00 foot wide strip of land being a portion of the following described 87.527 acres of land;

The Northerly 87.527 acres of the hereinafter described Parcel 1, the Southerly line being parallel to the Northerly line of the hereinafter described Parcel 1, and which Parcel 1, is described as follows:

Parcel 1: Tract 3 and Tract 4 of the M. E. Clanton Estate Lands, being a portion of the Southwest Quarter (SW 1/4) of Section 5, and a portion of the Northwest Quarter (NW 1/4) of Section 8 in Township 9 North, Range 2 East, Mount Diablo Base Meridian, as shown by the map on file and of record in the Office of the County Recorder of the said County of Yolo in Book 4 of Maps and Surveys, at Page 66. Said 17.00 foot wide strip of land being more fully described as follows:

COMMENCING at the Southwest corner of said Northerly 87.527 acres; thence North 89°56'00" East 25.00 feet along the South line of said Northerly 87.527 acres to the East right of way line of County Road Number 99, THE TRUE POINT OF BEGINNING; THENCE Northerly along the East right of way line of County Road Number 99 the following two courses: (1) North 00°20'00" East, 914.04 feet, (2) North 00°36'00" East 289.89 feet; thence South 89°24'00" East 17.00 feet; thence Southerly along a line parallel with and 17.00 feet Easterly of the Easterly right of way line of County Road Number 99 the following two courses:
(1) South 00°36'00" West 289.94 feet,
(2) South 00°20'00" West 913.88 feet to the South line of said Northerly 87.527 acres; thence South 00°20'00" West 17.00 feet along said South line to the true point of beginning.

Containing 0.470 acres

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their

agreement.

The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obiligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

Micro Fiched

II. The County shall:

A. Pay the undersigned grantor the sum of $825.50 for the property as conveyed by Grant Deed No. 75-13 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 68192 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: May 1 1975

James Allen Barkard
Grantor

Recommended for Approval
By Loyd H Roberts

Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Agreement No. 75-144

Woodland, California

May 19, 1975

T. S. GLIDE, Jr. and PEGGY GLIDE COLBY
Grantors

FILED
MAY 19 1975
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Document No. 75-14 in the form of an Easement Deed covering the following described property:

Micro Fiched

Parcel 1

A fifteen foot wide strip of land being a portion of Lots 33, 34, 35, and 36 of the M. Diggs Subdivision of Section 12 and the East one-half of Section 11, Township 8 North, Range 1 East, M.D.B.& M., filed in the Office of the Recorder of the County of Yolo on February 15, 1906, in Book 3 of Maps at Page 48, said strip of land being more fully described as follows:

COMMENCING at the Southwest corner of said Subdivision being the South quarter corner of Section 11; thence North 00°06'00" East 25.00 feet along the West line of said Subdivision to the Northerly right of way line of County Road Number 32, THE TRUE POINT OF BEGINNING; THENCE South 89°44'00" East 2673.66 feet along the Northerly right of way line of County Road Number 32 to the Westerly right of way line of County Road Number 97; thence North 15.00 feet along said Westerly right of way line; thence North 89°44'00" West 2673.63 feet along a line parallel with and 15.00 feet Northerly of the Northerly right of way line of County Road Number 32 to the West line of said Subdivision; thence South 00°06'00" West 15.00 feet along said West line to the true point of beginning.

Containing 0.921 acres.

Parcel 2

A parcel of land being a portion of Section 14, Township 8 North, Range 1 East, M.D.B.&M., Yolo County, California, also being a portion of that certain real property designated as 282.45 acres gross on the Record of Survey filed April 26, 1962, in Book 9 of Maps and Surveys at Page 14, Yolo County Records, said parcel being more fully described as follows:

COMMENCING at the Northeast corner of said 282.45 acre parcel; thence South 04°02'50" West 25.06 feet along the East line of said 282.45 acre parcel to the Southerly right of way line of County Road

Number 32; thence North 89°53'45" West 1455.00 feet along said Southerly right of way line to THE TRUE POINT OF BEGINNING; THENCE continuing along said Southerly right of way line the following three (3) courses: 1) North 89°53'45" West 749.11 feet to a tangent curve, 2) Northwesterly along said curve, with a radius of 1935.00 feet, through a central angle of 07°28'30", an arc length of 252.45 feet, with a chord bearing North 86°09'30" West 252.27 feet, 3) North 82°25'15" West 125.37 feet to the North line of said 282.45 acre parcel; thence North 89°36'00" West 525.10 feet along said North line to the Southerly right of way line of County Road Number 32; thence along said Southerly right of way line the following two (2) courses: 1) South 84°52'15" West, 258.11 feet, 2) South 84°19'45" West, 2.07 feet to the West line of said 282.45 acre parcel; thence South 00°42'27" East 15.06 feet along said West line; thence North 84°15'45" East 3.31 feet; thence North 84°52'15' East 242.54 feet; thence North 88°41'47" East 342.43 feet; thence South 76°16'30" East 114.07; thence North 85°20'35" East 84.93 feet; thence South 86°06'01" East, 343.11 feet; thence South 89°53'45" East, 784.11 feet; thence North 00°06'15" East 15.00 feet to the true point of beginning.

Micro Fiched

Containing 0.681 acres.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement.

The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantors the sum of $2,803.50 for the property as conveyed by Easement Deed No. 75-14 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments,

easements, and leases recorded and/or unrecorded.

This transaction will be handled through escrow numbers 69292 and 69293 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

Micro Fiched

C. During construction of this project (known as County Road 32 Bicycle Path, Work Order No. 5237 and prior to completion, the County will:

1. Relocate the fences and gates now existing within the above described property to the Northerly line of Parcel 1 and the Southerly line of Parcel 2, but located on Grantor's property.

III. Grantor hereby agrees to permit county or its Contractor to enter upon the lands of the Grantor as may be necessary to accomplish the work as described in C above.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: April 30, 1975

Grantors

COUNTY OF YOLO

CHAIRMAN OF THE BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

RECOMMENDED FOR APPROVAL

By

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Book

COPIES
- ☐ DIVISION
- ☑ CUSTOMER
- ☐ ACCT. DEPT.
- ☐ DISTRICT

PACIFIC GAS AND ELECTRIC COMPANY

AGREEMENT TO INSTALL FACILITIES
OR PERFORM OTHER WORK

REFERENCE
WO 4-1093H

Yolo County
Agreement No. 75-145

(17)

WESTFIELD VILLAGE LIGHTING MAINTENANCE DISTRICT OF YOLO COUNTY

hereinafter called Customer, has requested Pacific Gas and Electric Company, hereinafter called Pacific, to perform the hereinafter-described work at Harbor Blvd. between West Capitol Avenue and Evergreen Avenue, West Sacramento, State of California.

Pacific will perform said work and furnish all necessary labor, appliances, materials and facilities required therefor, subject to the following conditions:

1. Said work shall be as follows:

(Describe hereunder in detail the materials and facilities to be furnished and/or work to be done. **For each facility installed, specifically indicate whether ownership shall vest in Pacific or Customer upon completion of work.** If more space is required use other side and attach any necessary drawings.)

Additional installed cost for two 400-watt street lights on metal poles served by underground wiring over the basic installation of luminaires on wood poles with overhead wiring.

Micro Fiched

(LS-1A Rate Schedule)

a)	Two 32-1/2 ft. galvanized steel poles with 6 ft. arms	$270.00
b)	Two precast pole bases w/excavation	202.00
c)	300 ft. #6 duplex CIC	57.00
d)	300 ft. trenching and backfill	150.00
		$679.00

FILED
OCT 1 6 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Hodgson Deputy

RECEIVED
OCT 1 6 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

Approved as to Form
Dated 5-28-75
CHARLES R. MACY
County Counsel of Yolo County
By R. Hall DEPUTY

Ownership of facilities shall vest in Pacific.

2. Whenever part or all of said work is to be furnished or performed upon property other than that of Customer, Customer shall first procure from the owners thereof all rights-of-way and/or permits necessary therefor in form satisfactory to Pacific and without cost to it.

3. Customer shall immediately, upon demand by Pacific, pay to Pacific as the complete contract price hereunder the sum of Six Hundred Seventy-Nine and no/100 - - -

FILED

AGREEMENT NO. 75-146 MAY 2 3 1975

LAURENCE P. HENIGAN, Clerk
by Barbara Rodgers Deputy

AGREEMENT FOR SERVICES
IN CONNECTION WITH THE
YOLO COUNTY CENTRAL LANDFILL DISPOSAL SITE

THIS AGREEMENT, entered into on the 23rd day of April, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called "County", and Oakland Scavenger Co. hereinafter called "Contractor",

Micro Fiched

WITNESSETH:

WHEREAS, County is authorized by §25820 et seq. of the Government Code of the State of California to acquire, operate, and maintain facilities for the disposal of refuse; and

WHEREAS, County is the owner of that facility known as the CENTRAL LANDFILL DISPOSAL SITE, said facility being for the disposal of refuse by collectors and members of the public, and it is necessary and desirable that provision be made for the performance of services necessary in connection with the managing, maintaining, operation, and closing of the said CENTRAL LANDFILL DISPOSAL SITE of County and for the supervision of the disposal of refuse by members of the public at said site and

WHEREAS, it is necessary and desirable that an agreement be entered into between County and Contractor for the performance of said services by Contractor for and on behalf of County:

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO, as follows:

1. LENGTH AND TERMINATION OF AGREEMENT. The term of this agreement shall be for a period of seven years from the date of this contract, or until said site is filled, whichever occurs first; provided however, that this agreement may be extended from month to month after termination of this contract, by mutual agreement, and further provided that either party may terminate this agreement at any time by giving written notice to the other party at least ninety (90) days in advance of the effective date of such termination. Termination of this agreement in the manner herein provided shall be effective for all purposes except as to obligations accrued prior to the effective date thereof.

2. LATE COMMENCEMENT. In the event that County is unable for any reason to receive refuse at the site on or before the date of this agreement, this contract will not terminate but the commencement date thereof will be postponed, until said site is completed and can receive refuse. County shall notify Contractor

at least ten (10) days in advance of the date upon which said site is able to receive refuse, which date shall then become the commencement date of this agreement.

3. SERVICES BY CONTRACTOR. In consideration of payments by County to Contractor, as hereinafter provided, Contractor agrees to perform all services necessary for the managing, maintaining, operation, and closing of the CENTRAL LANDFILL DISPOSAL SITE of County and for the supervision of the disposal of refuse by collectors and members of the public at said site in accordance with specifications entitled "OPERATION AND MAINTENANCE OF YOLO COUNTY CENTRAL LANDFILL DISPOSAL SITE" dated 1975. Contractor shall also comply with all of the requirements of the Yolo-Solano Air Pollution Control District, the Regional Water Quality Control Board, the State Solid Waste Management Board, and the Department of Public Health and Welfare of the County of Yolo, and with all laws, rules, and regulations which may be applicable thereto.

Micro Fiched

4. FACILITIES AND SERVICES FURNISHED BY COUNTY. It is expressly understood that County shall perform those activities required to be performed by County under said specifications above referred to, and shall provide materials and space as set forth therein. All other costs of operating and maintaining the site in accordance with the aforesaid specifications shall be borne by the Contractor at his own expense.

5. INSURANCE. Contractor agrees to furnish and keep in full force and effect at all times during the life of this agreement public liability and property damage insurance covering injuries to persons and property arising by reason of the operation of the site by Contractor pursuant to this agreement in the amount of $500,000 for each person, $1,000,000 for each accident for injuries to persons, and in the amount of $500,000 for damage to property, which insurance policies shall name County as co-insured thereunder.

Certificates evidencing such insurance shall be filed by Contractor with County prior to the commencement of services by Contractor under this agreement and said certificates shall specifically provide that such insurance policies shall not be cancelled without at least thirty (30) days' prior written notice to County.

6. EFFECT OF NONCOMPLIANCE BY CONTRACTOR. It is expressly understood that this agreement may be terminated by County at any time if Contractor fails to comply with any of the terms and conditions of this agreement and the specifications by County's giving written notice of such termination to Contractor at least

ninety (90) days in advance of the effective date of such termination.

7. PAYMENTS BY COUNTY. In consideration of the furnishing by Contractor of the services necessary for the managing, maintaining, and operation, and closing of the disposal facility as prescribed in the aforesaid specifications, County agrees to pay to Contractor the larger of:

1. The price bid per ton multiplied by the total number of tons placed, compacted and covered during the month, plus 5% of the amount so determined by weight slips or

2. A minimum sum of ten thousand ($10,000) dollars per month

Micro Fiched

as shown on the accepted proposal, payable on the fifteenth day of each succeeding month commencing from the date of starting work pursuant to the contract. The minimum sum for partial months (if any) shall be prorated.

The bid price per ton payable to the Contractor for the second and subsequent years of the term hereof shall be adjusted to reflect changes in the cost of operation, as measured by fluctuations in the Consumer Price Index (CPI) published by the U. S. Department of Labor, Bureau of Labor Statistics, for the Yolo County area. At the start of the second and every year thereafter, the compensation to the Contractor may be adjusted by a percentage amount equal to the adjusted percentage change in the CPI as follows:

Compensation made for the second year shall reflect the change, if any, that has occurred in the said CPI during the first year of this agreement.

Beginning with the third year of this contract and every year thereafter, the adjustment shall be equal to the change in the CPI over the preceding one year period. Compensation shall then be computed by multiplying the preceding years price per ton by the CPI factor so determined and the monthly quantities in accordance with these specifications.

The actual percentage amount of the adjustment shall be based on the actual change in operating costs as determined by records submitted by the Contractor.

In recognition of the fact that the CPI affects only the labor, maintenance and fuel portion of the operating costs, and not the fixed costs of equipment amortization, the maximum allowable change in any year shall not exceed 65% of the percentage increase in the CPI as computed above.

It is expressly understood that each monthly payment herein provided for is for and in consideration of the furnishing by Contractor for the services herein provided for during the preceding month and that the work shall include the on-site excavation of cover material as part of the landfill operation.

8. NOT CONTRACT OF EMPLOYMENT. It is understood and agreed that this agreement is not a contract of employment in the sense that the relation of master and servant exists between County and Contractor or between County and any assistant and/or employees of Contractor. Contractor shall at all times be deemed to be an independent contractor. Contractor is not authorized to bind the County to any contracts or other obligations. County shall not be liable for any acts of the Contractor or his assistants or employees for the managing, maintaining, operation, and closing of the site. Contractor's right to operate, and close the site shall continue only so long as each and all undertakings, provisions, covenants, agreements, stipulations, and conditions herein contained on his part are strictly and promptly complied with.

Micro Fiched

9. ALL WORK OF CONTRACTOR IS SUBJECT TO SUPERVISION OF DIRECTOR OF PUBLIC WORKS. It is expressly understood that should the Contractor fail to comply with the conditions and terms herein, County may withhold monies due or monies to become due until Contractor so complies. If it is necessary for County to perform services required of the Contractor by his contract, cost of said services shall be deducted from monies due or to become due to Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

"County"

COUNTY OF YOLO

Micro Fiched

ATTEST:

By: Betsy A. Marchand
Chairman, Board of Supervisors
County of Yolo

LAURENCE P. HENIGAN
Clerk of said Board

By Barbara A. Rodgers
DEPUTY

"Contractor"

Approved as to Form
Dated 5-28-75
CHARLES R. HACK
County Counsel of Yolo County
By Robert Best
Deputy

OAKLAND SCAVENGER CO.

By: Peter Borghero
Peter Borghero, President

STATE OF CALIFORNIA,
County of Alameda } ss.

On this 23rd day of April in the year one thousand nine hundred and Seventy-Five, before me, Benedetta M. Ciarlo, a Notary Public, State of California, duly commissioned and sworn, personally appeared Peter Borghero known to me to be the President of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same instrument

OFFICIAL SEAL
BENEDETTA M. CIARLO
NOTARY PUBLIC-CALIFORNIA
ALAMEDA COUNTY
My Commission Expires Apr. 14, 1978

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Alameda the day and year in this certificate first above written.

Benedetta M. Ciarlo
Notary Public, State of California.

Cowdery's Form No. 2B—(Acknowledgment—Corporation).
(C. C. Secs. 1190-1190.1) (PRINTED 8-1-54) 42-0950

My Commission Expires

FILED
MAY 19 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 75-147

(Agreement Granting License to
Use Recreation Site)

THIS AGREEMENT made and entered into this 19th day of May, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and YOLO BOWMEN, INC., a non-profit corporation, hereinafter called LICENSEE,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. LICENSEE is a non-profit corporation, engaged in the fostering of the sport of archery.
2. The County is the owner and occupier of a parcel of real property near the corner of Fremont Road and Road 104, approximately 320 acres in size, and commonly known as the Davis Communication Site, and holds title to said parcel of real property for recreational uses.
3. LICENSEE has requested the use of 40 acres of said parcel of real property, for the exclusive use of constructing a temporary archery range and archery contest facility.

AGREEMENTS:

1. LICENSEE is hereby granted an exclusive license and privilege to occupy the portion of said real property, approximately 40 acres in extent, described in the sketch of said parcel attached hereto, as Exhibit "A".
2. Said Licensee may use said land for the purposes of conducting archery exercises, practice, and contests, and may erect upon said property temporary targets and portable facilities customarily used in archery, for a period of one year from date of execution of this agreement. Upon termination of this

license for any reason, LICENSEE shall remove all paraphanalia and equipment placed by it, and leave said site in a clean and neat condition.

Micro Fiched

3. Said archery facility is to be open to serve the needs of members of the licensee corporation, and shall be open and available for use by members of the general public at all reasonable times without charge, save and except during formal competition and tournaments, at which events contestants may be charged a reasonable fee for entrance and participation.

4. Said licensee shall purchase and maintain in effect a comprehensive public liability insurance policy, with the County named as the party insured, in the minimum amount of $500,000 for bodily injury or death of each person, and $1,000,000 for injury or death from one accident or occurrence, and $25,000 for property damage for each occurrence, insuring against all injuries to persons or property arising out of or in the course of the operation of this concession. Said policy of liability insurance shall contain a provision which requires the insurance carrier to notify the County of Yolo in the event of proposed cancellation of said policy of insurance.

5. Said licensee shall hold COUNTY free and harmless from, and shall defend the County from any and all claims, causes of action, or complaints arising out of any of its acts, or acts of its members, or acts of members of the public while utilizing the facilities described herein.

6. LICENSEE shall be solely responsible for the maintenance of public safety and order upon said site while engaged in the uses licensed and described herein.

7. Said licensee shall serve all customers and members of the public without discrimination by reason of sex, race, color, creed, or national origin.

8. LICENSEE shall clean and maintain said site in a neat and

litter-free condition.

9. The Director of Parks and Recreation may, from time to time, issue directives, rules and regulations to the LICENSEE, pertaining to the details of operation of this license; said directives, rules and regulations, shall thereupon be deemed to be terms and provisions of this agreement, the breach of which shall be causes for revocation and termination of this agreement.

Micro Fiched

10. Either party to this agreement may terminate this agreement upon ninety (90) days' written notice to the other party. For the purposes of this provision, the addresses of the parties are:

COUNTY:

Department of Parks and Recreation
292 West Beamer Street
Woodland, California 95695

LICENSEE:

Yolo Bowmen, Inc.
c/o Ted Tenner
10 Willowbank Road
Davis, California 95616

11. In the event of default in or breach of any of the covenants and undertakings contained herein, or violation of any rule, regulation, or directive of the Department of Parks and Recreation, the COUNTY may terminate this agreement upon fifteen (15) days' written notice, or, at its option, utilize any and all other legal remedies available to it.

12. The terms of this concession are as above stated, and no other, different or additional license or permit is granted hereby.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

//////

//////

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

Micro Fiched

BY Barbara A. Rodgers
DEPUTY

(SEAL)

YOLO BOWMEN, INC., a non-profit corporation

BY Richard Bello
President Yolo Bowmen

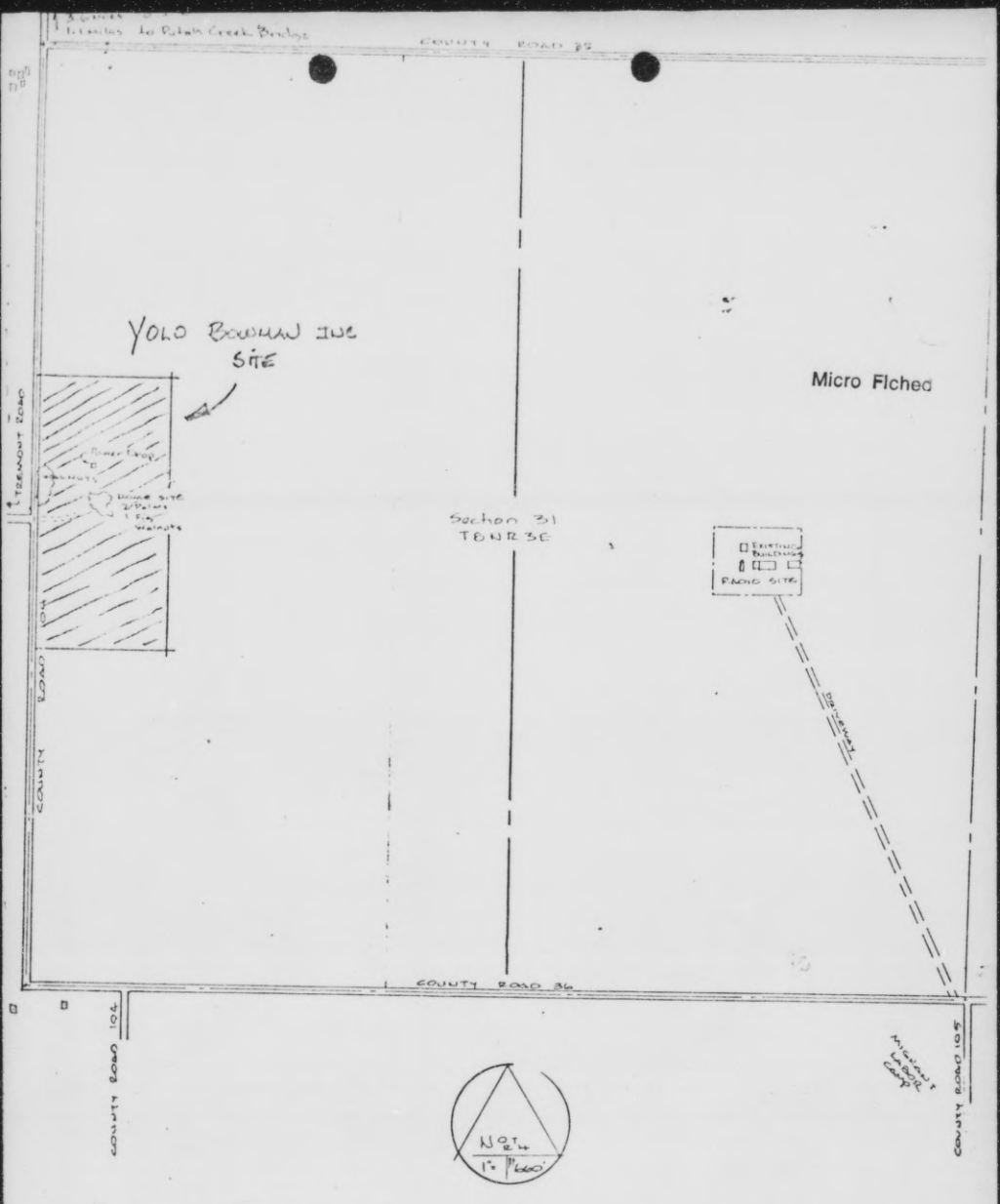

COUNTY ROAD 32
YOLO BYPASS INC SITE
Micro Fiched
TERMONT ROAD
COUNTY ROAD 104
Section 31
T8N R3E
EXISTING BUILDINGS
PROPOSED SITE
COUNTY ROAD 36
COUNTY ROAD 105
NOT TO SCALE

EXHIBIT "A"

BK

FILED

JUN - 9 1975

LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 75-148

(Transfer Agreement)

THIS AGREEMENT made and entered into this 2nd day of June, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, on behalf of YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and WESTERN MEDICAL ENTERPRISES, INC., doing business as DRIFTWOOD CONVALESCENT HOSPITAL, hereinafter referred to as CONVALESCENT HOSPITAL,

W I T N E S S E T H:

Micro Fiched

RECITALS:

To facilitate continuity of care and the timely transfer of patients and records between YOLO GENERAL HOSPITAL and the CONVALESCENT HOSPITAL, the parties named above, hereby agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met.

2. The transferring institution will send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon to provide the medical and administrative information necessary to determine the appropriateness of the placement and to enable continuing care to the patient. The transfer and referral forms will include such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment followed in the

transferring institution, nursing and dietary information, ambulation status, and pertinent administrative and social information.

3. YOLO GENERAL HOSPITAL shall make available its diagnostic and therapeutic services, including emergency dental care, on an outpatient basis as ordered by the attending physician subject to Federal and State laws and regulations.

Micro Fiched

4. The institution responsible for the patient shall be accountable for the recognition of need for social services and for prompt reporting of such need to the local welfare department or other appropriate sources.

5. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

6. The transferring institution will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable Federal and State laws and regulations.

7. Charges for services performed by either facility shall be collected by the institution rendering such services, directly from the patient, third-party payor or other sources normally billed by the institution. Neither facility shall have any liability to the other for such charges.

8. The Governing Board of each facility shall have exclusive control of policies, management assets and affairs of its respective institutions. Neither institution shall assume any liability by virtue of the agreement for any debts or other obligations incurred by the other party to this agreement.

9. Nothing in this agreement shall be construed as limiting the rights of either instution to contract with any other facility on a limited or general basis.

10. This agreement shall be in effect no longer than one year from the date effected. However, it may be terminated by either facility upon (30) days' written notice, with copies to the Bureau of Health Facilities Licensing and Certification, State Department of Public Health, 744 P Street, Sacramento, California 95814. This agreement shall be automatically terminated should either facility fail to maintain its licensure or certification.

Micro Fiched

11. This agreement shall take effect upon execution and shall be renewed at least annually in writing and shall be maintained in the facility's files with a copy of the renewed agreement sent to the Certification Unit, Department of Health Care Services, 714 P Street, Sacramento, California 95814.

12. This agreement supersedes Agreement No. 74-160

DATE: 5/22/75 SIGNED:

THE DRIFTWOOD CONVALESCENT HOSPITAL
(Name of Skilled Nursing Home) (Administrator)

YOLO GENERAL HOSPITAL
(Name of Hospital)

Betsy A. Marshall
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
6-9-75

YOLO COUNTY AGREEMENT NO. 75-149

AGREEMENT NO. 74-236

Department of Transportation
District 3
P. O. Box 911
Marysville, CA 95901

03-Yol-505 0.0/14.0
Between the Solano
County Line and 2.75
Miles North of Madison

SUPPLEMENTAL FREEWAY AGREEMENT

THIS AGREEMENT, made and entered into on this 2nd day of June, 19 75, by and between the STATE OF CALIFORNIA, acting by and through the Department of Transportation (herein referred to as "STATE"), and the County of Yolo (herein referred to as "COUNTY"),

Micro Fiched

WITNESSETH:

WHEREAS, STATE and COUNTY have entered into a Freeway Agreement dated November 18, 1974, relating to that portion of State Highway Route 505 from the Solano County Line to 2.75 miles north of Madison; and

WHEREAS, the plan of construction, as shown on Exhibit A attached to said Agreement, has been altered in certain respects since the execution of said Agreement; and

WHEREAS, a new plan map has been prepared showing the altered plan of construction;

NOW, THEREFORE, IT IS AGREED:

1. That the plan map attached hereto, marked Revised Exhibit A, shall be substituted for Exhibit A attached to the Freeway Agreement dated November 18, 1974, and become a part of said Agreement for all purposes.

2. That except for the substitution of the revised plan map, said Freeway Agreement dated November 18, 1974, shall remain in full force and effect, unmodified by any provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed by their respective duly authorized officers.

STATE OF CALIFORNIA
Department of Transportation

HOWARD ULLRICH
Director of Transportation

By

_____

APPROVED:

_____
Asst. State Highway Engineer

APPROVED AS TO FORM:

_____
Attorney (State)

THE COUNTY OF YOLO

Micro Fiched

By

Betsy A. Marchand
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

APPROVED AS TO FORM:

Attorney (County)
Deputy

Agreement No. 75-150

Woodland, California

June 2, 1975

STANLEY R. DEWSNUP and EVELYN R. DEWSNUP, his wife, as joint tenants
Grantors

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Micro Fiched

Document No. 7518 in the form of a Highway Easement Deed covering the following described property:

A parcel of land being a portion of Parcel G as Parcel G is shown on the Record of Survey of Oeste Property in Section 11, Township 8 North, Range 1 East, M.D.B.&M., filed December 8, 1960, Book 8 of Maps and Surveys, Page 104, Yolo County Records, said portion being more fully described as follows:

BEGINNING at the Southwest corner of said Parcel G; THENCE South 89°22'45" East 116.98 feet along the South line of Parcel G to the Southerly right of way line of County Road Number 32; thence North 82°12'00" West 88.20 feet along said Southerly right of way line to a tangent curve; thence along said curve, also being the Southerly right of way line of County Road Number 32, concave to the South, with a radius of 1248.30 feet, through a central angel of 01°22'21", with a chord bearing North 82°53'10" West, 29.90 feet, an arc length of 29.90 feet to the West line of said Parcel G; thence South 00°19'00" East 14.41 feet along said West line to the point of beginning.

Containing 0.020 acres.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement.

The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay all escrow and recording fees incurred in this

transaction including documentary tax stamps, if required, and it title insurance is desired by the County, the premium charged therefore.

This transaction will be handled through escrow number 70243 with Western Title Guaranty Company of Woodland.

Micro Fiched

B. During construction of this project (known as County Road 32 Bicycle Path, Work Order No. 5237) and prior to completion, the County will:

1. Lower the existing 18" diameter C.M.P. culvert located at Engineers Station 200+33 1 foot. S.P.D. J.T. 197+30
2. Reconstruct the existing North roadside drainage ditch between Engineer's Stations 197+30 and 200+50. The flowline of the new ditch to be approximately 5 foot Northerly of the existing flowline.
3. S.P.D. J.T. Delay construction of new ditch until existing crop has been harvested

III. Grantors hereby agree to permit County to enter upon the lands of the Grantors as may be necessary to accomplish the work as described in B above.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: 16 May 1975

Stanley E. Deussen

x Evelyn R. Deussen

Grantors

COUNTY OF YOLO

Betsy A. Marshall

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

6-9-75

RECOMMENDED FOR APPROVAL

By Lloyd H. Robertson

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Approved as to Form

Dated .....

Deputy County Counsel of Yolo County

Book

FILED
JUN 18 1975
LAURENCE P. HENIGAN, Clerk
By Deputy

AGREEMENT NO. 75-151

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of June, 1975, by and between Micro Fiched

Welch Construction Company

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Yolo County Juvenile Hall, 240 West Beamer Street, Woodland, California.

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

(Revised 5/14/74)

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

_____

_____

(Plan Index No. 46-72) (W.O. # 9111)

Approved _____ (date, by the Director of Public Works, which said set of plans is hereby made a part of this contract.

Micro Fiched

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within ten (10) working days after the date of this Contract and for its completion to be within Two Hundred Twenty working days next after the the date of this Contract; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

Micro Fiched

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

Robert Pollock
Deputy (County Counsel)

COUNTY OF YOLO

Betty A. Marshall
Chairman of the Board of Supervisors

ATTEST:
Laurence P. Henigan, Clerk

By Barbara Rodgers
(Deputy)

Welch Construction, Inc.

Patrick H. Welch
(Contractor)

Patrick H. Welch, President

(Revised 5/14/74)

FILED

JUN 1 6 1975

LAURENCE P. HERIGSTAD, Clerk

By [illegible] Deputy

AGREEMENT NO. 75-152

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of June, 19 75, by and between

Micro Fiched

STETSON SHUEY, INC.
P. O. Box 7345
Sacramento, Calif. 95826

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

New library building and supporting facilities for West Sacramento

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

(Revised 5/14/74)

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Yolo County Library, Arthur F. Turner Library, West Sacramento,

Yolo County.

(Plan Index No. 74-14) (W.O. # 9116)

Approved (date, by the Director of Public Works, which said set of plans is hereby made a part of this contract.

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ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within ten (10) working days after the date of this Contract and for its completion to be within 120 working days next after the the date of this Contract; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

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ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

CHARLES R. MACK
(County Counsel)
By [signature]
Deputy

COUNTY OF YOLO
[signature]
Chairman of the Board of Supervisors
6-16-75

ATTEST:
Lawrence P. Henigan, Clerk
By Barbriah Rodgers
(Deputy)

STETSON SHUEY, INC.
Contractors License #268228 A-B1
[signature]
(Contractor)
Michael D. Koch, President

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

Contractors' State License Board
1020 N Street
Sacramento, California 95814

(Revised 5/14/74)

COPY

YOLO COUNTY AGREEMENT NO. 75-153

Appl 19 75.

FILED

SEP 24 1975

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers Deputy

74-50539 Amendment #1

Yolo County Mental Health Services

Yolo County Mental Health Services

Micro Fiched

to that certain agreement between the State and Yolo County Mental Health Services dated September 30, 1974, and approved on December 19, 1974 by the State Department of General Services:

1. On page 2, paragraph 2, entitled Special Provisions, the following is added and will be shown as the line following Exhibit D:

to read as follows:

Exhibit E	Budget	State of California Office of Narcotics & Drug Abuse 915 Capitol Mall, Room 235 Sacramento, California 95814

2. On page 2, the first paragraph following "SPECIAL PROVISIONS" is hereby deleted.

3. On page 2, Section A of Article 1 which reads as follows:

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Health	Yolo County Mental Health Services
BY (AUTHORIZED SIGNATURE): Samuel D. Gorley	BY (AUTHORIZED SIGNATURE): Betsy A. Marchand
TITLE: Chief, Financial Management Services	TITLE: CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA
(CONTINUED ON 10 SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS: 510-5th Street Davis, Calif. 95616

Department of General Services
APPROVED
SEP 3 1975
BY
Chief Counsel

AMOUNT OF THIS ESTIMATE: $	APPROPRIATION: Legal Assistance		FUND: General	
UNENCUMBERED BALANCE: $	ITEM: 296(a)	CHAPTER: 575	STATUTES: 74	FISCAL YEAR: 74-75
ADJUSTMENT ENCUMBRANCE: $ 26,600.00	FUNCTION:			
PREVIOUS ENCUMBRANCES:	LINE ITEM ALLOTMENT: 810-858-44-00			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER: Blondeau Sullivan			DATE: 6/30/75	

This agreement is NOT exempt from Dept. of Finance approval.

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

Micro Fiched

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Approved as to Form

Dated _____

County Counsel of Yolo County

By _____
Deputy

RECEIVED
SEP 24 1975
LAURENCE P. HENIGAN, Clerk
By _____
Deputy

Yolo County Drug Services

Contract No. 74-50539

74-50539

The Contractor, independently and not as an agent of the State, shall, provide the necessary facilities, materials, services and qualified personnel to rapidly expand its existing service delivery system(s) to furnish treatment and rehabilitation to drug dependent persons in accordance with the statement of work set forth in EXHIBIT A, 6 pages (revised 6/3/74) attached hereto and made a part of this contract. "Urine testing" specifications, EXHIBIT B, 1 page is also attached hereto and made a part of this contract.

is hereby amended to read as follows:

A. The Contractor, independently and not as an agent of the State, shall, provide the necessary facilities, materials, services and qualified personnel to rapidly expand its existing service delivery system(s) to furnish treatment and rehabilitation to drug dependent persons in accordance with the statement of work set forth in EXHIBIT A, 6 pages (revised 6/3/74) attached hereto and made a part of this contract. "Urine testing" specifications, EXHIBIT B, 1 page, is also attached hereto and made a part of this contract.

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4. On page 3, paragraph 1 of Section C of Article I is hereby deleted and paragraph 2 is renumbered paragraph 1.

5. On page 3, subparagraph (c) of paragraph 1., of Section D, of Article 1 which reads as follows:

(c) There shall be evaluation programs aimed at providing meaningful feedback for program management. One annual report covering the evaluation programs must be submitted to the State.

is hereby amended to read:

(c) There shall be evaluation programs aimed at providing meaningful feedback for program management. One annual report covering the evaluation programs shall be submitted to the State at the close of the contract year.

6. On page 4, paragraph 3 of Section D, of Article I, which reads as follows:

3. Develop and submit a criteria for patient admissions and terminations which shall be prepared and submitted for State approval.

is hereby amended to read:

3. Develop and submit a criteria for patient admissions which shall be prepared and submitted for State approval within thirty (30) days from the date of this agreement.

7. On page 4, Section E of Article I, which reads as follows:

E. All work performed by contractor under this contract shall be under the technical guidance and direction of the State. The State may at its discretion and with good cause reallocate funds of Article III A of this contract, on the basis of more effective utilitzation of funds. The contractor may require more stringent standards of treatment and care under the statements of work, infra, but may not relax those standards. The Contractor may augment the provisions of this contract with additional provisions which are not in conflict with the provisions of this contract; any aforementioned additional requirements, provisions

or changes shall be subject to and may be made only upon specific approval by the State.

is hereby amended to read:

D. All work performed under this contract shall be under the technical guidance and direction of the State. The State may at its discretion and with good cause as stated to the contractor, reallocate funds of Article III B of this agreement on the basis of more effective utilization of funds. Provided, however, the State shall give contractor at least thirty (30) days notice in writing of its intention to reallocate funds. Further, except when contractor is a private non-profit provider, the State when invoking this provision will cooperate with contractor to accomplish such reallocation in the most effective manner with due consideration for the County input and recommendations. Changes in this provision may be made only upon formal amendment to this agreement.

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On page 5, paragraph 1 of Article II, which reads as follows:

Performance of this contract shall begin on September 30, 1974 and shall not extend beyond the estimated completion date of June 26, 1975, unless the period is extended by amendment of the contract.

is hereby amended to read:

The period of this contract shall be from September 30, 1974 through June 26, 1975, unless the period is extended by amendment of the contract. This agreement may be cancelled or terminated at any time by either party by giving of thirty (30) days written notice to the other.

On page 5, paragraph 1 of Section B of Article III which reads as follows:

1. Contractor shall be reimbursed under this Article III on a cost sharing basis for all costs incurred directly and indirectly and specifically in the performance of treatment services of this contract. Cost-sharing shall conform with applicable 01 year cost-sharing requirements as follows:

	State's Share	Contractor's Share
01 year for Government Designated Poverty Areas	90%	10%
For Government Designated Non-Poverty Areas	80%	20%

is hereby amended to read:

1. Contractor shall be reimbursed under this Article III on a cost sharing basis subject to provisions of Section D of Article III and the budget attached hereto and shown as Exhibit B, consisting of 5 pages, which by this reference is made a part hereof, for all costs incurred in

the performance of treatment services of this contract performed in a manner acceptable to the State. Cost sharing shall conform with applicable OI year cost-sharing requirements as follows:

State's Share	Contractor's Share
80%	20%

On page 6, paragraph 3 of Section B of Article III which reads as follows:

3. The contractor shall submit invoices to the State on a monthly basis in accordance with the "Billing Instructions" contained in Exhibit B, 3 pages, attached hereto and made a part of this contract. The certifications included in the "Claim for Reimbursement" and "Summary of Expenditures" shall be completed and signed by the authorized representative for the contractor.

Micro Fiched

is hereby amended to read:

3. The contractor shall submit to the State monthly invoices in arrears, in accordance with the "Billing Instructions" contained in Exhibit B, 3 pages. The invoice amounts shall reflect actual expenditures of the Contractor for providing drug abuse treatment services in conformance with this agreement and shall include program match as well as the amount claimed for reimbursement. The total amount claimed for reimbursement. The total amount of this contract shall not exceed $ 67,101.00 .

   a. The State agrees to pay contractor on receipt of an appropriate invoice in accordance with the budget attached hereto as Exhibit B, provided that, the cumulative expenditure for each line item of the budget shall not exceed by more than $1,000.00 any individual item in the budget without a formal amendment to this agreement. Contractor, shall submit written justification and an explanation of need for any such excess. Further, the positions listed, the monthly salary and the total amount budgeted for each position in Section 1, Personal Services of said budget, cannot be exceeded or changed without prior authorization in writing from the State.

   b. If Section 1, Personal Services, of the budget, Exhibit B, is amended to increase any line item, it shall not be for more than $1,000.00.

   c. The certifications included in the "Claim for Reimbursement" and "Summary of Expenditures" shall be completed and signed by the authorized representative for the contractor.

On page 6, Section C of Article III, which reads as follows:

C. Indirect Costs

   1. The allowable indirect costs under this contract shall be established in accordance with the procedure set forth in Clause 5 of the General Provisions entitled: "Negotiated Overhead Rates".

2. Indirect costs may be approved by the State during the period of this contract and shall, upon such approval, be reimbursed at rates established by agreement between the Contractor and the Federal Officer of Grants Administration Policy, Department of Health, Education, and Welfare. No deviations from the established rate will be made without approval of the Officer of Grants Administration Policy as evidenced by a formal rate negotiation agreement.

3. Notwithstanding, the foregoing provisions of this Article, the Subcontractor shall, in the case of an upward adjustment of the overhead rate, comply with the requirements of Clause 3, Limitation of Cost, of the General Provisions of the contract and provide timely notification to the State, where such increase in costs causes operation of that clause.

is hereby amended to read:

Micro Fiched

C. Negotiated Overhead Rates

1. Indirect costs ("Negotiated Overhead Rates") shall be allowed only if authorized in number 9 of budget Exhibit E. Such rate to be a provisional rate which may be modified only upon written amendment to this agreement by mutual consent of the parties, with approval of the Department of General Services. Such indirect "overhead rate" shall be subject to and contractor will comply with all provisions of HEW 315A (2/72). Indirect costs, when approved by the State in writing, are included in the maximum amount payable under this agreement as stated in paragraph 3 of Section B of Article III.

2. On page 7, Section D of Article III, the entire Section which reads as follows:

D. Direct Costs

The Contractor will be reimbursed for all costs as described below, incurred directly and specifically in the performance of this contract, claimed by the Contractor, and accepted by the State.

1. Salaries and wages (including fringe benefits) of employees directly employed in performing the work required by this contract.

2. Materials and services required in the performance of this contract, after deducting all discounts for the purchase of such materials and services.

Micro Fiched

3. Non-expendable property specifically required for the work under this contract in excess of the Contractor's otherwise normal requirements. For the purpose of this contract "non-expendable" means having a normal life expectancy of one year or more.

4. Travel expenses incurred by the Contractor exclusively in direct performance of this contract and not exceeding:

a. Cost of air travel by most direct route using "air coach" or "air tourist" (less than first class) unless it is clearly unreasonable or impracticable (e.g., in making reservations, would require circuitous routing or entail additional expenses offsetting the savings on fare, or would not make necessary connections); or

b. Cost of rail travel by most direct route, first class with lower berth or nearest equivalent.

c. Subsistence costs including mileage reimbursement for automobiles may be reimbursed in accordance with the established policies of the State in effect on the effective date of this contract.

Name of Program Yolo Co. Mental Health Services

Contract No. 74-[illegible]

5. Such other costs not expressly included by other provisions of this contract as should, in the opinion of the State, be included in the costs of the work called for by this contract. Approval of such costs shall be identified as being allowable under this subparagraph.

6. The Contractor is hereby authorized to enter into 1st tier subcontracts with certain providers as listed in the State's R.F.P. dated June 3, 1974, and as modified on June 12, 1974 and June 13, 1974. Upon approval by the State of each provider's program description and line item budget, to initiate subcontracts as appropriate, under the terms and conditions of this contract and its modifications, amendments and extensions with the following providers of service as stated below. An executed copy of all 1st tier subcontracts and modifications, signed by both parties shall be furnished to the State.

Micro Fiched

Address	Modality	Slots	Federal Share
Davis Free Clinic 603 4th Street Davis CA. 95616	Out. Detox.	30	$ 40,501.00

Yolo County Mental Health Services -7- Contract No. 74-50039

Amendment #1

is hereby amended to read:

D. Providers of Services

1. Contractor may be a provider of service(s) under this contract. When [illegible] subcontract modality(ies), [illegible] and State share for this [illegible], contractor is hereby authorized to provide and/or operate drug treatment modality(ies) under terms of this contract at no expense. Such authorization is subject to prior approval by the State of each program description, line item budget, budget summary, program update, and is subject to all terms and conditions of this contract. The individual treatment modality(ies) when funded and included in this paragraph of this contract is (are) as stated below:

Address	Modality	Slots	State Share
NONE AUTHORIZED			

Micro Fiched

2. No reimbursement will be allowed or paid to the contractor for contractors costs or services under this article, this section or any section or paragraph of said article, for or in connection with, first (1st) tier subcontracts with providers of services as contractor may be authorized to enter into as hereafter stated in Section D. 3 of this Article. Contractor agrees to include all provisions of this contract in said first (1st) tier subcontracts for the benefit of the authorized subcontractor(s) stated in Section D. 3 of this article.

Micro Fiched

Address	Modality	State	State Share
603 4th Street Davis CA 95616	ODF	50	$47,101.70

13. On page 9, paragraph 5 of Section E of Article III which reads as follows:

5. Travel for general scientific meeting and all travel outside the United States.

is hereby amended to read:

3. Travel for general scientific meetings, all travel outside the State and meetings outside the local area of the Contractor with other than State staff or clients. Reimbursement under this paragraph will be at the current State Board of Control rates in accordance with S.A.M. 1243 (3)(b), at the regular State employee rates. Contractor will comply with applicable Board of Control provisions, with respect to any reimbursable conferences, the State reserves prior approval control and contractor shall submit all requests in writing to include at least dates, locations, agenda, participants and costs.

On page 10, Section F, the entire Section which reads as follows:

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F. Level of Effort

1. Under no circumstances shall the total number of patients receiving treatment and being paid for under this contract exceed the number of treatment slots as otherwise stated in this contract. For payment purposes, the actual maximum cost as stated in Article III A is approved based upon patients under treatment occupying the above referenced treatment slots up to the maximum stated. A reasonable relationship between the amount of the monthly claim for reimbursement and the number of treatment slots filled must therefore be maintained each month. When in the judgement and opinion of the State, contractor fails to maintain a reasonable number of the treatment slots referred to in this contract filled, the State reserves the right to adjust the monthly claim for reimbursement as the State deems appropriate or to adjust the actual maximum cost of this contract stated in Article III A, in accordance with provisions of Article I E of this contract.

is hereby amended to read:

F. Level of Effort

1. Under no circumstances shall the total number of patients receiving treatment and being paid for under this contract exceed the number of treatment slots as otherwise stated in this contract. For payment purposes, the actual maximum cost as stated in Article III B is approved based upon patients under treatment occupying the above referenced treatment slots up to the maximum stated. A reasonable relationship between the amount of the monthly claim for reimbursement and the number of treatment slots filled must therefore be maintained each month. When in the judgment and opinion of the State, contractor fails to maintain a reasonable number of treatment slots referred to in this contract filled, the State reserves the right to adjust the monthly claim for reimbursement as the State deems appropriate or to adjust the actual maximum cost of this contract stated in Article III B, in accordance with provisions of Article I E of this contract. Provided, however, the State shall in no event adjust the monthly claim for reimbursement without first giving contractor fifteen (15) days' notice in writing of its intent to make said adjustment, further contractor shall be given a reasonable time up to thirty (30) days to cure any treatment slot deficiency the State finds to be existing under provisions of this section.

4. On the first page of Exhibit A, first paragraph, subparagraph 1, which reads as follows:

1. The Contractor/Grantee shall provide and operate or shall engage subcontractor/affiliate to provide and operate such ODF (modality) as may be appropriate, at a site or sites to be approved by the Government.

is hereby amended to read:

Micro Fiched

1. The Contractor/Grantee shall provide and operate or shall engage subcontractor/affiliate to provide and operate such ODF (modality) as may be appropriate at such site or sites to be approved by the Government.

5. On the first page of Exhibit A, paragraph 4, which reads as follows:

4. Appropriate furnishings for a ODF (modality) shall be provided.

is hereby amended to read:

4. Appropriate furnishings for a ODF (modality) shall be provided.

6. All other terms and provisions of said agreement shall remain in full force and effect.

APPLICANT: Sutter-Yuba Mental Health

PROJECT IDENTIFICATION NO.: 72-50030 /-1

SUMMARY BUDGET FOR THIS PERIOD

FROM: THROUGH:

	TOTAL AMOUNT REQUIRED	SOURCE OF FUNDS: APPLICANT AND OTHER	SOURCE OF FUNDS: REQUESTED FROM HSMHA
1. PERSONAL SERVICES	61,873	20,050	41,823
2. PATIENT CARE	14,750	0	14,750
3. EQUIPMENT	0	0	0
4. CONSTRUCTION	0	0	0
5. OTHER	10,118	0	10,118
6. TRAINEE COSTS	400	0	400
7. TOTAL DIRECT COSTS	$ 87,141	$ 20,040	$ 67,201
8. REQUESTED FROM HSMHA — A. FINANCIAL ASSISTANCE (Cash Award) $			
8. REQUESTED FROM HSMHA — B. DIRECT ASSISTANCE $			
9. INDIRECT COST ALLOWANCE (Leave Blank)			
10. TOTAL COSTS (Leave Blank)	$	$	$

Micro Fiched

11. SOURCES OF FUNDS - APPLICANT & OTHER	(F) (S) (L) (O)	MATCHING OR COST PARTICIPATION REQUIREMENTS	OTHER
A. Applicant's Funds (Volunteer; Administrative Services)		$ 20,050	$
B. Other Sources (Identify Each Source Separately)			
C. Payment for Services Provided by Project (fees, collections, etc.) (1) Title XIX (Medicaid) (2) Other			
TOTAL		$ 20,050	$

12. INDIRECT COST (See instructions)

None % F & A*

None % TADS*

DATE OF OHEW AGREEMENT:

☐ REQUESTED ☐ WAIVED ☐ UNDER NEGOTIATION WITH:

* IF THIS IS SPECIAL RATE (e.g., off-site), SO INDICATE

HSM-550-1 (PAGE 4) REV. 1-72

* Also includes Sutter/Yuba allocation (See attached detail)

APPLICANT: Boyle Memorial Clinic

PROJECT IDENTIFICATION NO.: Grant/Con. No. 74-510/30 I-1

SUMMARY BUDGET FOR THIS PERIOD

FROM: THROUGH:

	TOTAL AMOUNT REQUIRED	SOURCE OF FUNDS: APPLICANT AND OTHER	SOURCE OF FUNDS: REQUESTED FROM HSMHA
1. PERSONAL SERVICES	27,123	10,050	17,073
2. PATIENT CARE	14,760	0	14,760
3. EQUIPMENT	0	0	0
4. CONSTRUCTION	0	0	0
5. OTHER	8,268		8,268
6. TRAINEE COSTS	400	0	400
7. TOTAL DIRECT COSTS	$ 50,551	$ 10,050	$ 40,501
8. REQUESTED FROM HSMHA — A. FINANCIAL ASSISTANCE (Cash Award) $			
8. REQUESTED FROM HSMHA — B. DIRECT ASSISTANCE $			
9. INDIRECT COST ALLOWANCE (Leave Blank)	NONE	NONE	NONE
10. TOTAL COSTS (Leave Blank)	$ 50,551	$ 10,050	$ 40,501

Micro Fiched

11. SOURCES OF FUNDS - APPLICANT & OTHER

	(F) (S) (L) (O)	MATCHING OR COST PARTICIPATION REQUIREMENTS	OTHER
A. Applicant's Funds (Volunteer; Administrative Services)		$	$
B. Other Sources (Identify Each Source Separately)			
C. Payment for Services Provided by Project (fees, collections, etc.)			
(1) Title XIX (Medicaid)			
(2) Other			
TOTAL		$	$

12. INDIRECT COST (See Instructions)

None % S & W*

None % TADC*

DATE OF OHEW AGREEMENT:

☐ REQUESTED
☐ WAIVED
☐ UNDER NEGOTIATION WITH:

*IF THIS IS SPECIAL RATE (A-87, other), SO INDICATE

HSM-550-1 (PAGE 4)
REV. 1-72

Agency: Eagle Pass Clinic

Project Title: Contract No. 74-00039

DETAILED BUDGET FOR THIS PERIOD	ANNUAL SALARY RATE (1)	NO. MOS. BUDG. (2)	% TIME (3)	TOTAL AMOUNT REQUIRED (4)	SOURCE OF FUNDS: APPLICANT AND OTHER (5)	SOURCE OF FUNDS: REQUESTED FROM NIMH (6)
PERSONAL SERVICES						
-time Medical Director of working 25% time on project						
John H. Doner, M.D.	28,800	12	25%	7,200	3,600	3,600
time Family Nurse titioner of DFC working 75% on project						
Susan Jenkins F.N.P.	15,600	12	75%	11,700	3,900	7,800
-time counselor of DFC ing 33.3% time on project						
Kirk Sapa	10,800	12	33.3%	3,600		3,600
-time Bookkeeper of DFC ing 50% time on Project						Micro Fiched
Shelley Stone	1,200	12	50%	600		600
-time coordinator of DFC ing 25% time on Project						
Jan Rushbeck	8,000	12	25%	2,000	2,000	
-time site site and supply visor of DFC working 20% on project						
Bill Davenport	2,750	12	20%	550	550	
NGE BENEFITS: State Unemployment (3.6%) F.I.C.A. (5.85%)				561 912		561 912
Patient Care						
up counseling @$30/grp.hr.				1,200		1,200
ch. testing and evaluation 15/initial intake visit				1,560		1,560
tial physical. lab and X-ray ed on 104 new or readmit				6,000		6,000
ne Screen @ $7.50/urine				3,000		3,000
ab. Workshop provided by @ $12/day				3,000		3,000
Other				6,268		6,268
valuator, Medical Supplies ugs, Printing-copying, Office pplies, Telephone, Travel, . Utilities, Dues				400		400
Trainee			CATEGORY TOTAL	$ 30,200	$ 10,050	$ 20,150

APPLICANT: Water Tank "Hilltop" Construction Unit

PROJECT IDENTIFICATION NO.: 72-10000 2-1

SUMMARY BUDGET FOR the PERIOD: Supplemental Grant for Water/Sewer Allocation

FROM: THROUGH:

	TOTAL AMOUNT REQUIRED	SOURCES OF FUNDS: APPLICANT AND OTHER	SOURCES OF FUNDS: REQUESTED FROM HSMHA
1. PERSONAL SERVICES	34,750	10,000	24,750
2. PATIENT CARE			
3. EQUIPMENT			
4. CONSTRUCTION			
5. OTHER Design	1,850		1,850
6. TRAINEE COSTS			
7. TOTAL DIRECT COSTS	$36,600	$ 10,000	$ 26,600
8. REQUESTED FROM HSMHA: A. FINANCIAL ASSISTANCE (Cash Award) $			
8. REQUESTED FROM HSMHA: B. DIRECT ASSISTANCE $			
9. INDIRECT COST ALLOWANCE (Leave Blank)	NONE	NONE	NONE
10. TOTAL COSTS (Leave Blank)	$36,600	$ 10,000	$ 26,600

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11. SOURCES OF FUNDS - APPLICANT & OTHER

	(P) (S) (L) (O)	MATCHING OR COST PARTICIPATION REQUIREMENTS	OTHER
A. Applicant's Funds: $10,000 "in kind" (volunteer services)		$ 10,000	$
B. Other Sources (Identify Each Source Separately)			
C. Payment for Services Provided by Project (fees, collections, etc.)			
(1) Title XIX (Medicaid)			
(2) Other			
TOTAL		$ 10,000	$

12. INDIRECT COST (See Instructions)

None % S & W*

None % TADC*

DATE OF CHEK AGREEMENT:

☐ REQUESTED ☐ WAIVED ☐ UNDER NEGOTIATION WITH

*IF THIS IS SPECIAL RATE (not allowable), SO INDICATE

TABLED BUDGET FOR THIS PERIOD (DIRECT COSTS ONLY)	ANNUAL SALARY RATE	NO. MOS. BUDG.	% TIME	TOTAL AMOUNT REQUIRED	SOURCE OF FUNDS: APPLICANT AND OTHER	SOURCE OF FUNDS: REQUEST FROM NIDA
	(1)	(2)	(3)	(4)	(5)	(6)
PERSONAL SERVICES						
1.1 J. Jones, M.D. Medical Director	28,800	12	125	3,600	—	3,600
1.2 S. Schultz Family Nurse Practitioner	15,600	12	25	3,900	—	3,900
1.3 K. Sapa Counseling Coordinator	10,800	12	33.3	3,600	—	3,600
1.4 Bookkeeper Davis Free Clinic	2,400	12	25	600	—	600
1.5 Daniel DeVine Counselor	10,800	12	50	5,400	—	5,400
1.6 Patricia Gurley Counselor	10,800	12	50	5,400	—	5,400
1.7 Counselor Aides (4) (each working 554.0 hrs/ year @ $3/hour	6,648	12	100	6,648	6,648	—
1.8 Legal Aides (3) (each working 186.0 hrs/ year @ $6/hour	3,352	12	100	3,352	3,352	—
				32,500	10,000	22,500
Fringe Benefits @ 10%				2,250	—	2,250
2. Patient Care				—	—	—
3. Other Drugs				1,850	—	1,850
FRINGE BENEFITS (Rate _____)						
			CATEGORY TOTAL	$ 36,600	$10,000	$ 26,600

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FILED
JUN 27 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Ann Rodgers Deputy

AGREEMENT NO. 75-154

Agreement to Provide Alcohol Education Services)

THIS AGREEMENT, made and entered into this 2nd day of June, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and AL ELLWOOD, hereinafter called CONTRACTOR,

W I T N E S S E T H:

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RECITALS:

1. CONTRACTOR has developed a course in the furtherance of rehabilitation of persons who have been cited for drunk driving.
2. The persons who utilize the services of CONTRACTOR are referred to CONTRACTOR principally from the Court s of COUNTY, Mental Health Services, and the Probation Department.
3. A description of said Course is attached hereto, marked Exhibit "A" and incorporated herein.
4. CONTRACTOR agrees to perform these services for COUNTY under the terms and conditions set forth in the Agreement.

AGREEMENTS:

1. Description of Services. The services to be performed by CONTRACTOR shall include but not be limited to the following:
   A. Preparation and administration of the Course monthly, as outlined in Exhibit "A" in a manner acceptable to the Program Chief.
   B. Collection from the participants prior to participation in the Course a non-refundable application fee of Twenty-five ($25.00) Dollars per person and shall thereupon issue a receipt to the participant and deposit said funds with the County Mental Health Services.
   C. CONTRACTOR shall prepare and maintain comprehensive records

and reports of attendance, fees collected, and all other data which will enable COUNTY to audit the performance of this program. Said records shall be maintained for not less than four (4) fiscal years from the date of entry into the records.

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D. Scheduling referrals for class attendance.

E. Communications with referring agencies regarding class attendance of their referrals.

F. Supplying class materials and any other necessary program supplies.

G. Maintaining per segment a participant-instructor ratio of no greater than 15:1 and no less than 3:1.

H. Maintaining office hours to receive referrals and answer inquiries of the participants and the community.

I. Attend the County Alcohol and Other Drug Abuse staff meetings monthly.

2. Performances by COUNTY. COUNTY shall provide to CONTRACTOR the following.

A. Supplying existing audio-visual equipment and 16mm films used in presenting the Course.

B. Supplying space as necessary for the actual instruction of the Course.

C. Supplying stationery when COUNTY letterhead is necessary.

3. Payment.

A. COUNTY shall pay to CONTRACTOR from the account of said collected funds, and that account only, the sum of Five ($5.00) Dollars per segment per person attending that segment who has theretofore paid the admission fee to CONTRACTOR.

B. Such payments shall be made by COUNTY to CONTRACTOR monthly upon submission of a claim to COUNTY countersigned and approved by the Director of Mental Health Services setting

forth the name of each participant attending the segments for which compensation is sought.

C. No more than four (4) segments of service shall be compensible per participant per enrollment. Micro Fiched

4. Relationship of the Parties. In the performance of the duties and obligations devolving upon CONTRACTOR under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and is not an employee or agent of COUNTY for any purpose. It is understood that CONTRACTOR is free to contract for similar services to be performed for others while he is under contract with COUNTY so long as such services do not interfere with the discharge of the obligations and duties under this Agreement.

5. Liability.

A. The services to be performed under this Agreement will be performed entirely at CONTRACTOR's risk, and CONTRACTOR assumes all responsibility for the condition of tools and equipment used in the performance of this contract.

B. CONTRACTOR will carry, for the duration of this Agreement, public liability insurance acceptable to COUNTY.

C. CONTRACTOR agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the performance of this Agreement.

6. Amendments. The body of this Agreement, together with the Exhibits attached hereto fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

7. Term. This Agreement shall commence on May 15, 1975, and terminate September 17, 1975. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other of such intention.

8. Other Agreements. This Agreement supercedes all other agreements between the parties for Alcohol Education Services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
6-27-75

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

Al Ellwood
AL ELLWOOD

MENTAL HEALTH SERVICES

BY G. Thomson
PROGRAM CHIEF

Agreement No. 75- 154
Exhibit "A" - Course Outline

SEGMENT #1 DRIVING WHILE INTOXICATED TWO HOURS

A. Written review of activities 12 hours prior to arrest. (Self-evaluation by participant)

B. Discussion on effects of driving abilities while drinking.

C. Film: Point Zero Eight

D. Discussion of laws, statistics, and attitudes.

E. Film: Highways of Agony or So Long, Pal.

F. 1. Reading Material: Alcohol Causes Half of Nation's Road Deaths.

2. What Happens in High-Speed Auto Smash.

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SEGMENT #2 PHYSICAL AND EMOTIONAL HAZARDS TWO HOURS

A. Discussion of possible consequences of chronic and heavy drinking.

B. Discussion on alcohol abuse and alcoholism.

C. Film: The Causes and Dynamics of Alcoholism or Chalk-Talk

D. Reading Material: Alcohol, with all its joys and sorrows - Has its Primary effect on the brain.

SEGMENT #3 PROBLEM DRINKING TWO HOURS

A. Evaluation of personal problems with alcohol.

B. Recognized alcohol problem test: John Hopkins; A.A. Twenty Questions; Michigan Alcohol Screening Test.

C. Written assignment: Essay on How You Will Avoid Future Alcohol Related Problems.

D. Film: Biography of a Problem Drinker or equivalent.

SEGMENT #4 OVERCOMING PROBLEMS TWO HOURS

A. Review of personal essays

B. Review of test

C. Mental Health Counselor, A.A. representative, or other qualified guest speaker(s)

D. Formal and Anonymous evaluation of OWI education program by students.

IBM

NOTE: State and Local Government Education Copier Annual Plan - Fiscal Year Term Superseding Amendment attached.

Copier Annual Plan

LAST DAY OF CUSTOMER'S FISCAL YEAR - 06/30/76

International Business Machines Corporation (IBM) by its acceptance of this Agreement, agrees to furnish to the customer, in accordance with the terms and conditions herein specified, the use of equipment and features (hereinafter called equipment) or unit(s) of equipment listed below and to maintain same for the equipment.

YOLO COUNTY AGREEMENT NO. 75-155

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(A) Qty.	Model	Description Complete the description to Machine Type and Device Code sequence. (Include serial number, and meter reading if installed)	Per Unit (B) Monthly Copier Availability Charge(MCAC)	(C) Copies included in the MCAC	Monthly Usage Charge Cost Per Copy In Excess of (C)*	Maximum Monthly Charge	(D) Maintenance Service Zone Charge
1	6501	IBM Copier II	310.40	9500	.0218	807.45	0
		Serial #0523808					

Total Monthly Copier Availability Charge (excluding applicable taxes and Copier Usage Charge) Multiply (A) by the sum of (B) + (D) then add all lines ▶ 310.40

*Total Usage Charge based on number of copies made as recorded on the meter.

Trade-In Equipment

Qty.	Description	Trade-In Net Allowance
	Total Allowance ▶	

FILED
JUN 1 21975
LAURENCE P. HERIGAN, Clerk
By Barbara Rodgers Deputy

Approved to form
County Counsel of Yolo County

Escrow Payment

Three Months Total Monthly Copier Availability Charges (including applicable taxes) ▶	

THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT

In addition to the terms and conditions specified on the reverse side of this Agreement, the customer agrees:
1. That an authorized representative of the customer will sign, date and submit to IBM the IBM Copier Usage Card on the last workday of each month while this agreement is in effect.
2. To make available a Key Operator for training purposes and to notify IBM of any change in Key Operator assignment.
3. To provide an appropriate grounded electrical outlet for the exclusive use of each unit of equipment.

International Business Machines Corporation		Customer Name: Yolo County Public Works	
		Address: 292 West Beamer Street	
Please Type or Print all information except signature		City and State: Woodland, Calif.	Zip Code: 95695
Branch Office Address: 520 Capitol Mall	Br. Off. No.: 385	Mark for (Attention Of):	
City and State: Sacramento, Calif.	Zip Code: 95814	By: YOLO COUNTY, CALIF. Joseph C. Dillard	Date: 6-9-75
By IBM (Representative's Signature)	Date: 5/23/75	Chairman, Board of Supervisors	

2148-01389-0
U/M 625

This is not an invoice. Please do not pay until invoiced.

CUSTOMER

ACCEPTANCE

Acceptance of this Agreement by IBM is contingent upon (1) a satisfactory credit report on the Customer, and (2) with respect to the duties and taxes specified herein, submission of the Customer's most current information regarding IBM's classified status. Unless advised to the contrary by the Customer in writing within five days of receipt of this Agreement, the Customer may consider this Agreement to have been accepted by IBM as written.

CONTRACT PERIOD

Each unit of equipment will be initially installed for a contract period of 12 months. For equipment not yet installed, the contract period will commence the first day of the following month after the equipment is installed by IBM. The commencement date of the contract period for equipment moved or exchanged will be the first day following the date the Customer signed this Agreement provided this Agreement has been accepted by IBM.

CONTRACT PERIOD EXTENSION

A contract period may be extended any number of times for periods of one year and split for a period of less than one year at the IBM existing Extra Annual Plan price. The commencement date of an extension will be the first day following the last day of the contract period or contract period extension then in effect.

IBM will provide the Customer with written notice at least two months prior to the last day of the contract period, or any one year extension thereof. The contract period will be extended for one year unless the Customer notifies IBM in writing at least one month in advance of the last day of the contract period or extension thereof, to extend for a period of less than one year or an extension of less than one year will be limited upon written authorization by IBM. The Customer may notify IBM at least one month in advance of the last day of the extension then in effect, otherwise such extension will expire.

If the contract period or contract period extension terminates, the price will automatically be increased to the then existing monthly rental price unless the equipment is discontinued at that time.

COPIER CHARGES

Copier charges for each unit of equipment will commence on the first day of its contract period. Payment shall be made to IBM within 30 days after date of invoice. The customer agrees to pay both a Monthly Copier Availability Charge and a price. The Monthly Usage Charge will be invoiced in arrears.

All Monthly Copier Availability Charges will be billed monthly in advance.

When equipment is installed for part of a calendar month, the Monthly Copier Availability and Monthly Usage Charge, if applicable, for the partial month will be prorated on the basis of a 30-day month.

IBM may change any monthly charge or purchase option percent by providing the customer with at least three months' prior notice. Such change will not apply to those contracts in contract period extension whose commencement date preceded the date of the notice. For contract periods or extensions thereof that end prior to or after the date of notice, an increase in the monthly charge or decrease in purchase option percent will apply on the effective date specified in the notice.

There will be added to the Total Monthly Copier Availability Charge and Monthly Usage Charge amounts equal to any taxes, however designated, levied or based on such charges or on this Agreement or the equipment, or its use, including state or local privilege or excise taxes based on gross revenue, any taxes or amounts in lieu thereof, paid or payable by IBM in respect of the foregoing exclusive, however, of federal property taxes assessed on the equipment and taxes based on net income.

ESCROW PAYMENT

In the event IBM requires the Customer to make a three-month advance payment, such payment will be held in escrow. Such payment will not bear interest and will be applied only: (1) to the Customer's three most recent periods, (2) as a credit toward the purchase option price, or (3) in the case of a termination/default by the Customer, forward any unpaid amounts then due IBM.

TERMINATION OF CONTRACT PERIODS BY CUSTOMER

The Customer may terminate a contract period or contract period extension effective any day by providing IBM with written notice at least 30 days in advance and payment of the applicable termination charge as set forth herein.

Any Customer order which requires the removal of equipment from the Customer for return to IBM for any reason, shall be considered "termination" for the purposes of this Agreement. Termination charges are not applicable when the Customer exercises the option to purchase.

If the Customer does not pay any charge due hereunder, the Customer, upon demand, shall immediately return the equipment to IBM, pay all outstanding charges, and as terminal charges, pay during the 12 month contract period as follows:

Months installed On	
This Plan at Termination Date	Termination Charges
Within 6 Months	3 times the Monthly Copier Availability Charge
7 through 12	2 times the Monthly Copier Availability Charge or, the Monthly Copier Availability Charge for the remainder of the contract period, whichever is less.

Termination charges any time during a one-year contract extension or less than one-year extension will be two times the Monthly Copier Availability Charge, or the Monthly Copier Availability Charge for the remainder of the contract extension, whichever is less.

If the Customer defaults as to any obligation to return equipment or fails to pay any amounts due thereunder, IBM, in addition to other remedies, may repossess the equipment without notice; and the Customer agrees to pay all costs and expenses of collection and/or repossession, including reasonable attorney's fee permitted by law.

RISK OF LOSS

During the period the equipment is in transit or in the possession of the Customer, IBM and its insurers, if any, relieve the Customer of responsibility for all risk of loss or damage to any unit of equipment except for the responsibility for loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination.

TRADE-IN

The customer shall receive a credit of an amount equal to the total allowance for trade-in equipment set forth on the face of this Agreement promptly after said equipment comes into IBM's possession. IBM may reduce the trade-in allowance set forth on the face of this Agreement if any of said equipment, when received, is not in substantially the same condition as when inspected.

SUPPLIES

All supplies used to operate the equipment are to meet IBM specifications.

TRANSPORTATION EXPENSE

ALL TRANSPORTATION, HANDLING AND DRAYAGE CHARGES FOR TRANSPORTING THE EQUIPMENT BOTH FROM AND TO IBM'S PLANTS WILL BE PAID BY THE CUSTOMER, INCLUDING THOSE NOT CONTAINED IN EQUIPMENT MODELS STATED HEREIN TO BE THE CUSTOMER'S RESPONSIBILITY. Regardless of the terms of the equipment sold hereunder, all transportation charges shall be included in the price of equipment and a representative to supervise the packing will be furnished by IBM. Equipment will be packed by IBM for shipment and moving the equipment is a Customer expense, except when it is performed at an IBM Plant or remanufacturing location.

ALTERATIONS AND ATTACHMENTS

Upon prior written notice to IBM, alterations in or attachments to the equipment may be made, if, in IBM's opinion, an alteration or attachment interferes with the normal and satisfactory operation or maintenance of any unit of equipment in a way that creates a safety hazard or unreasonably increases the cost of operation or, the Customer agrees to remove that effect from IBM, will promptly remove the alteration or attachment and restore the unit to its normal condition.

MAINTENANCE SERVICE

IBM agrees to provide maintenance service while equipment is on this Plan. Such service will include equipment adjustment and repair, cleaning and planned parts replacement.

For this purpose IBM will have a full and free access to the equipment during IBM's prime shift hours. Travel and labor time plus travel expenses will be charged at IBM's established rates for such services. Service requested and rendered at the Customer's request after IBM's normal business hours and on Saturdays, Sundays and holidays, or both, will be charged at IBM's established rates and prices for maintenance service and parts. IBM will not provide service for normal use or deterioration or non-IBM parts, attachments, or devices.

IBM will not furnish maintenance service for equipment located outside the United States, Puerto Rico or the Canal Zone. IBM will not be responsible for failure to render maintenance service due to casualty, fire, flood and causes beyond its control.

When the distance from the point of installation to IBM's nearest branch office or product location is greater than 15 miles, the Customer agrees to pay IBM's then current maintenance service zone charges.

PURCHASE OPTION

The Customer may elect to purchase equipment any time after installation under the Annual Plan Equipment Purchase Agreement. Upon written request from the Customer, IBM will quote a purchase option price for any unit of equipment. The purchase option price will be the purchase price less the credit due at the purchase option credit percentage available on the date of purchase. The purchase option credit percentage for credit accrued will be 60% for the first 36 months and 40% for the next 24 months.

The purchase option credits will be equal to the purchase option percent multiplied by the eligible monthly charges paid to IBM by the Customer for the equipment being purchased. Eligible monthly charges (exclusive of zone charges and taxes) shall include: (1) charges for the first 12 months under the Equipment Rental Agreement up to a maximum of 12 months, 2. eligible monthly charges paid during Extended Term Lease Plan and the Copier Annual Plan provided that during Extended Term Lease Plan and Copier Annual Plan monthly charges when added to previous Equipment Rental eligible charges cannot exceed 24 monthly charges.

If the Customer discontinues any unit of equipment under the Annual Plan, the purchase option credit for that unit shall expire. Option credits are not transferable from one machine to another.

WARRANTY/REMEDY

IBM warrants that the above equipment, when installed, will be in normal operating order and IBM will make all necessary equipment adjustments and parts replacements without additional charge to maintain the equipment in this condition. If not installed in the United States, Puerto Rico or the Canal Zone, all equipment is supplied subject to these warranties.

In the event of IBM's breach of any warranty, the Customer's exclusive remedy will be that IBM will make any equipment adjustments, repairs, or parts replacements to any equipment when it determines that the equipment does not conform to these warranties. IN NO EVENT WILL IBM HAVE ANY OBLIGATION OR LIABILITY FOR DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF EQUIPMENT. NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY TO EQUIPMENT.

PATENT INDEMNITY

IBM will defend at its own expense, any action brought against the Customer, to the extent that it is based on a claim that the equipment supplied by IBM infringes a United States patent, and IBM will pay those costs and damages finally awarded against the Customer in any such action which are attributable to any such claim, but such defense and payments are conditioned on the following: (1) that IBM will be notified promptly in writing by the Customer of any notice of such claim and (2) that IBM will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; and (3) should the equipment become, or in IBM's opinion be likely to become the subject of a claim on infringement of a United States patent, the Customer will permit IBM, at its option and expense, either to procure for the Customer the right to continue using the equipment, to replace or modify the same to that it becomes non-infringing, or to accept its return.

IBM will have no liability to the Customer under any provision of that clause with respect to any claim of patent infringement which is based upon the combination of equipment furnished hereunder with apparatus or devices not furnished by IBM, nor shall IBM have any liability for the use of supplies not furnished by IBM in such equipment unless such supplies are a substitute for supplies then available from IBM, and any difference there between are irrelevant to the alleged infringement. The foregoing states the entire liability of IBM with respect to infringement of patents by the equipment or any parts thereof.

GENERAL

This Agreement is effective from the date it is accepted by IBM and shall remain in force until all equipment installed hereunder has been discontinued.

The terms and conditions of this Agreement supersede those of all previous agreements between IBM and the Customer with respect to the use of equipment hereunder.

This Agreement is not assignable; none of the equipment may be sublet, assigned or transferred by the Customer without the prior written approval of IBM. Any attempt to assign, delegate or transfer any of the rights, duties, or obligations of this Agreement is void. The Customer agrees not to remove equipment from its installed position without the advice of IBM.

All equipment remains IBM's property. This Agreement will be governed by the laws of the State of New York and constitutes the entire agreement between the Customer and IBM with respect to the use of equipment.

The foregoing terms and conditions will prevail notwithstanding any variance with the terms and conditions of any order submitted by the Customer in respect to equipment hereunder or this Agreement.

This Agreement may be terminated concurrent with or following expiration of all contracts or contract extensions for IBM upon three months prior written notice. Any unit of equipment may be removed by IBM at any time after termination of this Agreement.

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